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The Solicitors' Journal and Weekly Reporter.

(ESTABLISHED IN 1855.)
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All letters intended for publication must be authenticated by the name of the writer.

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Current Topics.

The Cause Lists.

WE ARE enabled to publish this week the Chancery Cause List for the ensuing sittings—a great improvement on the delay which has generally occurred in its issue. It will be observed that Mr. Justice JOYCE has before him for hearing “on a day to be fixed” no fewer than thirty-six actions by Lever Brothers (Limited). Including these, there are 327 causes and matters and forty-two companies (winding-up) matters for hearing. There were 389 causes and fifty-two company matters at the commencement of the Michaelmas Sittings, and 306 causes and forty-five company matters a year ago.

The New Year's Honours List.

THE HONOURS List for the new year includes the name of one solicitor, Mr. T. H. D. BERRIDGE, of the well-known firm of Burn & Berridge, of 11, Old Broad Street, London, who is made a knight. Mr. BERRIDGE was admitted in 1878; he is solicitor for the Government of Newfoundland, and from 1906 to 1910 was Member of Parliament for Warwick and Leamington. Mr. A. B. KEMPE, Barrister-at-Law, the distinguished mathematician and chancellor of several dioceses, is also knighted, together with Mr. ALEXANDER PORTER, Barrister-at-Law, of Manchester; and two or three non-practising barristers. The honour of C.B. is conferred on various officials, including Mr. C. H. L. NEISH, the Registrar of the Privy Council; Mr. H. E. F. COMYN, Assistant Solicitor in the Department of the Treasury Solicitor, and Mr. A. W. SOWARD, the well-known Secretary of the Estate Duty Office. Apart from these names, the list is profoundly uninteresting to English lawyers.

The New Distinction for Colonial Judges.

THE JUDGES of ten of the Supreme Courts of British Colonies and States are now placed on a level with the judges of the English High Courts by being granted, during the tenure of office, the use and recognition throughout His Majesty's Dominions of the title “Honourable,”—i.e., we presume, “The Honourable Mr. Justice.” We believe that in Australia, at all events, the Supreme Court Judges already use that title, but they are to have it now in every part of the British Dominions. In one respect they are indeed given a better position than their English brethren, for it is provided that a similar recognition of the title will be accorded in the case of such retired Chief Justices and judges of the Colonial

Courts as may be permitted to bear the title after retirement—in which case, we presume, the title would be "The Honourable A. B." We have hitherto failed to discover how and when the English common law judges first became entitled to use the title "The Honourable Mr. Justice" during their tenure of office. Perhaps some reader can inform us. Under section 4 of the Judicature Act, 1877, the judges of the High Court (other than the Presidents of Divisions) are to be styled "Justices of the High Court," nothing being said about the use of the title "The Honourable." There is nothing in the title or preface to Cro. Eliz. to shew that in the time of Queen Elizabeth the judges used this title, and it may be that its use is of comparatively recent date. It appears that the custom of addressing judges of the superior courts as "my Lord" dates from the eighteenth century, and that the custom of knighting them on their appointment was not universally followed until after the reign of George 3rd (see the interesting notes on section 5 of the Judicature Act, 1873, contained in the Yearly Practice).

Acts Commencing on the 1st of January.

A LATE AUTUMN session entails inconveniences of various kinds. One of the minor misfortunes is that many of the Acts passed just before Christmas are not printed and available for public use until well on in the new year. Of the Acts passed in the summer there seemed to be only two—the Perjury Act, 1911 (1 & 2 Geo. 5, c. 6), and the Protection of Animals Act, 1911 (c. 27)—which came into operation on the 1st inst. The Perjury Act consolidates and simplifies the law relating to perjury and kindred offences. It repeals two statutes entirely—the Perjury Act of Elizabeth (5 Eliz. c. 9) and the Perjury Act, 1728—and repeals portions of over a hundred other statutes. The Protection of Animals Act repeals parts of the Knackers Acts, 1786 and 1844, and the whole of the Cruelty to Animals Acts, 1849 (so far as not already repealed) and 1854, and other statutes, and makes fresh provision against the ill-treatment of animals. Under the definition clause "animal" means any domestic or captive animal, and these terms are enlarged by comprehensive definitions so as to include animals of all kinds. Domestic animals include, amongst others, goats, dogs and cats, and the Parliamentary draftsman has been careful to say that "goat" includes kid, "dog" includes puppy, and "cat" includes kitten. He has intended to leave no loophole for the courts this time. Of the Acts passed just before Christmas very few are available. The printers appear to have made special efforts to get out the Copyright Act, 1911 (c. 46), and the Insurance Act, 1911 (c. 55). The former amends and consolidates the law of copyright, but does not come into operation in the United Kingdom till the 1st of July, 1912, or such earlier date as may be fixed by Order in Council. The Insurance Act, save as otherwise expressly provided—i.e., the sections preparatory to the working of the scheme—does not come into operation till the 15th of July, and it may be postponed by Order in Council, as to health insurance, till the 1st of January, 1913, and as to unemployment insurance till the 1st of October, 1912. The Conveyancing Act came into operation on the 1st inst., and we hope to notice it fully hereafter.

The Vacant Judgeship.

THERE IS, we believe, a strong opinion at the Common Law Bar in favour of filling up the puisne judgeship of the King's Bench Division, which has been rendered vacant by the recent death of Sir WILLIAM GRANTHAM, and there are alleged at least three reasons for asking the statutory assent of Parliament to the immediate appointment of a new judge. First of all, there is the growing work of the Court of Criminal Appeal. This court now sits once a week in term, and on some half-dozen days in the Long Vacation. It requires a quorum of three judges, and more often than not it does not rise until long after four o'clock. Its work, instead of decreasing in quantity, seems to be undergoing a steady development. When judges are absent on circuit, and this court is sitting, it often happens that there is only one judge left to take jury cases, and that the Divisional Courts—Crown paper and Civil

paper—do not meet for weeks at a time. In the second place, the shortage of judges inevitably leads to impatient attempts on the part of the bench to "hurry up" cases which they are engaged in trying. The result does not add either to the benefit of the litigants or to the dignity of the bench. "Hustling" leads to unpleasant scenes between judge and counsel, and it gives the beaten litigant the impression that the judge is against him—a most undesirable result in the interests of public policy. Lastly, it is alleged that there is a real need for a larger judiciary, inasmuch as present-day trials involve a much longer and more thorough hearing than was considered necessary in bygone days. All sorts of persons are now admissible as witnesses who were excluded in the early Victorian age; in particular, both plaintiff and defendant can give evidence on their own behalf. In practice, they usually find it necessary to go into the box, and the lengthy cross-examination as to the whole of their case which inevitably and properly follows is enough of itself to increase by one-third the duration of an ordinary case. Then the abolition of old technical rules as to pleading leaves many questions of law to be decided at the trial which formerly were disposed of on demurrer. These are no doubt rather strong reasons in favour of the appointment of a new judge; but we fear there is little hope of persuading the Lord Chancellor.

The Discussion on the Hawke-Olympic Decision.

IF ANYONE doubts that the British are essentially a maritime race, and that the average Briton is still keenly interested in all that concerns the "wooden walls of England," he should read the shoals of correspondence with which the daily press has been inundated on the question of the *Hawke-Olympic* collision. It would seem that to the man in the street Sir SAMUEL EVANS' decision came with a shock of surprise; no one dreamed that the *Olympic* would be found to blame; the only doubt was as to the guilt or innocence of the *Hawke*. In particular, the theory of suction, ingeniously set up by the Admiralty, has met with endless criticism from yachtsmen, engineers, and members of the mercantile marine. It is, therefore, desirable to remind our readers that—as we pointed out in our observations on the judgment—the learned President's decision did not necessarily depend on the hypothesis that some form of suction had taken place; it turned on the view he took of the relative positions of the vessels, and their consequent obligations under the Regulations for Preventing Collisions at Sea. Having found as a fact that the vessels were "crossing" vessels, and that the *Hawke* was not an overtaking vessel—as it certainly appeared to be at first sight—he could not but find the *Olympic* to blame, inasmuch as she had the other vessel on her "starboard" side, and therefore was bound by the rules to keep out of her way. How far he was right in finding that the *Hawke* was not an "overtaking" but a "crossing" ship is a difficult technical question on which, conceivably, a jury might have differed from the judge, and which may be viewed in a different light in the Court of Appeal, should the case be taken there.

The Theory of Suction.

AS REGARDS the theory of suction, the discussion in the *Times* has cleared the air, and has made it plain that there is nothing so very mysterious in the hypothesis as at first the expert evidence contrived to make it appear. Put briefly, the principle seems to be this. As a ship goes through the sea, she causes an undercurrent in the reverse direction to that in which she is going. Half of this undercurrent passes behind her on the starboard, and the other half on the port side. Its extent is, roughly, equal to the depth and beam of the vessel added together. It runs parallel with the lines of the ship; so, at the bow it runs away from the ship, at the quarter parallel to it, and at the stern back towards the vessel. Anyone who watches a small boat getting alongside a ship in motion will at once notice all this; he will see the boat driven away from the bows by the current, but dashed up against the stern by the same current as it sweeps round the quarter and aft to the taffrail. Obviously, any ship approaching the vessel will be affected in the same way by the current at the stern, provided she comes close enough and is

not too large to resist its action. In ordinary waters no visible results follow, because the current only extends a short distance from the vessel, and cannot affect another ship more than a few yards away. But in shoals the effect is intensified, since the undercurrent—not having depth enough to pass beneath the vessel—is spread out on both sides, and takes a more extensive sweep. Again, in narrow channels its effect is intensified in still another way, for the current running away from the bow strikes the side of the channel and rebounds—in its rebound it forces any intervening obstacle, such as a ship, in the direction of its own vessel. The result is that the so-called "suction" is not much to be feared in open waters; but must be guarded against—as in the *Hawke-Olympic* collision—when a combination of narrow channel and shoal-water has increased enormously its potency for harm.

The Licenses Compensation Charge and Extended Leases.

THE DECISION of A. T. LAWRENCE, J., in *Knight v. City of London Brewery Co.* (1912, 1 K. B. 10), was doubtless the necessary result of the decision in *Llangatlock v. Watney & Co.* (1910, A. C. 394), but it emphasizes the inconvenience of applying technical rules of law to the construction of statutes which do not primarily deal with conveyancing matters. The Licensing Act, 1904, assumes that when a public-house is in lease, the lessor will derive from the compensation fund a benefit varying inversely with the residue of the term—the greater the benefit as the residue grows less; and hence the lessee is entitled to throw upon the lessor a proportion of the annual compensation charge calculated on this principle. If the unexpired residue is sixty years, the lessor bears only 1 per cent., if it is forty years he bears 5 per cent., if it is five years he bears 70 per cent., and if it is one year only he bears the whole, provided it does not exceed one-half the rent, with intermediate rates. This is plain sailing so long as the lessee has only a single term, but if to the existing term he is entitled to add a new term, the result is unfortunate for the lessor. An existing term of five years, with a further term of thirty-five years, postpones his own right of possession for forty years, and in substance the residue of the term is of that length; so that he would be liable to bear only 5 per cent. of the charge. But the legal aspect of the matter is quite different from the practical aspect. The residue is the residue only of the first term—namely, five years; the additional term is a mere *interesse termini*, and cannot be added to the existing term so as to give an aggregate term of forty years. Consequently the lessor has to pay 70 per cent. In *Llangatlock v. Watney & Co.* (*supra*), the result was, perhaps, assisted by the fact that a nominal day was interposed between the two terms, but this does not seem to be material. It was absent in the present case of *Knight v. City of London Brewery Co.* (*supra*), from which the above figures are taken; but A. T. LAWRENCE, J., held that he was bound by *Llangatlock's Case*, in which his own judgment was reversed by the Court of Appeal and the House of Lords, and that the lessor was liable to contribute 70 per cent. of the charge on the footing of a five years' term, instead of five per cent. on the footing of a forty years' term.

Constructive Total Loss.

ONE OF the difficulties which attend the embodiment of common law in the rigid structure of a code is the extreme likelihood that statutory definition clauses will overlook some element in the previous rules of law which in some unusual case may become of great importance. This difficulty is well illustrated by the decision of Mr. Justice BRAY in *Hall v. Hayman* (*Times*, December 21st). The steamship *King Edward* had been underwritten against all the usual marine perils by the plaintiffs, who had re-insured her with the defendants. The re-insurance was expressed to be (1) on the steamer, valued at 34,000 dollars, and (2) against the risk of total or constructive total loss. The *King Edward*, during the currency of the policy, went ashore in semi-Arctic waters, in November, 1908. Two salvage expeditions failed to rescue her, and in March, 1909, the owner gave notice of abandonment to the underwriters. In July, 1909, a third salvage expedition succeeded in floating her and getting her

away; but, meantime, the owner had sued the plaintiffs on the policy, alleging that the ship was a constructive total loss. The plaintiffs admitted liability, and paid the policy moneys to the owner; they then in their turn claimed against the re-insurers, but the latter met them with the defence that the vessel was not a constructive total loss. Now the sum of 37,733 dollars had been spent in salvage, repairs, and survey fees; the hull was, in fact, sold for 14,000 dollars; the original value was 34,000 dollars—so that the cost of saving the vessel exceeded not only her present value, but even her original or policy value. At common law this would clearly amount to a constructive total loss. But section 60, sub-sections (i) and (ii), of the Marine Insurance Act, 1906, which codifies the law of marine insurance, gives definitions of "constructive total loss" and of "expenditure" which created a difficulty. It is provided (*inter alia*) that a ship is to be deemed a constructive total loss when "the cost of recovering the ship . . . would exceed the value when recovered," and "expenditure" (on recovery) is so defined that it excludes the value of the unrepaired ship. Now, if we deduct the value of the ship when recovered (14,000 dollars) from the expenditure on recovering her (37,733 dollars), a balance is left (23,733 dollars) which does not exceed the policy value (34,000 dollars). On the strict wording of the section, then, the ship was not a constructive total loss, and the learned judge had to find for the defendants, although he felt that the code never intended that unfortunate result.

The Late Lord James.

IN THE current number of the *Cornhill Magazine*, Sir ALGERNON WEST draws attention to a side of the character of the late Lord JAMES of Hereford, to which we think sufficient justice was not done in the notices which appeared on his death. He was, above all things, generous—delighting in assisting the poor, and amazing in the extent of his bounty. The first £1,500 or £2,000 he made in his profession, while still a comparatively poor and unknown man, he devoted to the relief of the widow of an old schoolfellow who had been left in a state of destitution. Subsequently, on coming unexpectedly into a considerable sum of money, he told a friend that he was going to give himself a treat by distributing the whole sum, in lots of £100 and £200, "among poor fellows who, I know, would be the happier for it." Among all his many friends, says the writer, there were none but could relate some kindly action done in the kindest way. In the busiest days of his practice, he found time to write with his own hand seventy or eighty letters asking for votes for a poor country clergyman—a friend of his in early days. The present Prime Minister bears testimony, in a letter to Sir ALGERNON WEST, that when JAMES thought he saw signs of promise in young men he was unstinting in generosity and active help, and Lord LOREBURN has said that had it not been for JAMES' advice, he would never have adopted the profession of the Bar. Apart from these interesting reminiscences, Sir ALGERNON WEST tells one or two facts which, we think, are not generally known. One is that, besides his well-known refusal of the Lord Chancellorship, JAMES declined a Lordship of Appeal, the Mastership of the Rolls, and a Lord Justiceship. Another is that up to the close of his life—in the early months of last year—he was busily occupied with matters bearing on the public welfare. Mr. WINSTON CHURCHILL, as Home Secretary, was engaged in preparing a Bill to reform the system of imprisonment for debt, and asked Lord JAMES for his help. This was promptly given in the shape of a very able paper on the subject. Intellectually, Lord JAMES may have been surpassed by some of his competitors at the Bar, but none approached him in nobility of character.

The Difficulties of Legal Definition.

IN AN article in one of the leading medical periodicals, headed "Legalised Substitution," the writer observes that the art of substitution has reached such a high level nowadays as to make the necessity for exact definition more than ever important. During the last decade, high courts, police courts, scientific tribunals, have had much of their time occupied in considering when it is that certain usual commodities are entitled to a time-

honoured name, and so questions like the following have been discussed: "What is marmalade; what is leather; what is silk; what is champagne, brandy, whiskey, port or rum?" The sale of all these articles may be prejudicially affected by the introduction of substitutes generally declared to be "just as good." It must be allowed that these anomalies are admitted in the administration of the law. In sales of goods by description, the difficulty of finding goods which entirely correspond to the description is often almost insuperable, and the law has, occasionally, allowed evidence to be received for the purpose of shewing that the contract has been substantially satisfied. A good example of this is the case where evidence was admitted to shew that, according to mercantile usage, a contract for "best" palm oil did not imply any particular proportion of best oil, but that the contract was complied with if the oil delivered contained, at all events, a substantial portion of best oil. One of the most learned of our judges once took occasion to observe that if you contract to sell peas, you cannot oblige the purchaser to take beans; but whether the article tendered by the seller answers to the description, or is so adulterated as not reasonably to answer to the description, cannot always be solved by this canon of interpretation, but involves a minute inquiry into the intention of the contracting parties.

The Delays of American Criminal Law.

THE DELAYS of American criminal law are illustrated in the most striking manner by the proceedings following the conviction of a young man named WOLTER for the atrocious murder of a girl of fifteen, whom he had employed as stenographer. The murder was committed in New York on the 24th of March 1910, and WOLTER was arrested on the 30th of March. Less than one month afterwards, on the 22nd of April, he was convicted and sentenced to death. His execution was, however, stayed by an appeal, as indeed an execution might be stayed in this country upon an appeal to the Court of Criminal Appeal. English practitioners will, however, consider with astonishment the time which was allowed to elapse before the hearing of the appeal. No order seems to have been made with the object of expediting the proceedings, and the prisoner remained in custody for twenty months, until his case was heard and the appeal dismissed. Even now it appears that a period of six weeks must elapse before the sentence can be carried into effect.

Respect for the Law.

THE PRESIDENT of one of the leading commercial corporations in the United States, in a speech recently delivered at a public meeting, made some observations which may not be without bearing on this side of the Atlantic. He said that in America the law was not held in as high regard as it should be, but it must be admitted that the somewhat lax attitude of the people towards the law in certain of its aspects was not wholly without cause, and could be partially explained by the way in which many of the laws were made. The obligation on the citizen to yield obedience to the law implied, he said, a corresponding obligation on the law-making body to give the utmost care to the framing of laws. But it too often happened that laws were passed in a hasty or slovenly manner, with no proper study or consideration, and with little or no thought for their effect on the general welfare. Speaking without reference to politics, we should be glad to think that the "corresponding obligation," to which the eminent American referred, was more fully recognized by our legislators.

An important change in the United States judicial system came into effect, says the Washington correspondent of the *Times*, as a result of the Act passed last Session to abolish the United States Circuit Courts. When Circuit Courts were created in 1793, their chief function was to hear appeals from the decisions of District Courts. In 1891 a law was enacted to create Circuit Courts of Appeals with final jurisdiction in a large number of cases. Circuit Courts were thus rendered practically superfluous. The Circuit Courts of Appeals remain under the new arrangement, which is a good example of the kind of quiet but effective work for which this Administration has been responsible. Mr. Taft has often inveighed against the law's delays, and this reform is expected to do something to accelerate and simplify the administration of justice.

Mortgagee's Right to Costs.

A SERIES of recent cases have dealt with the rule that a mortgagee is entitled, under his mortgage contract, to his costs unless he has forfeited this right by misconduct. We may include the interesting judgment of EVE, J., in *Heath v. Chinn* in 1908 (98 L. T. 855), in which the result of the authorities was summarized; and last year there were *Williams v. Jones* (55 SOLICITORS' JOURNAL, 500), in which the same learned judge held that the rule did not apply to an action for an account against a mortgagee after he had realized his security by sale; *Rourke v. Robinson* (1911, 1 Ch. 480), before WARRINGTON, J.; and *Edmondson v. Copland* (1911, 2 Ch. 301), before JOYCE, J., in which the mortgagees were held to have forfeited their rights to costs; and *Webb v. Crosse* (*ante*, p. 177), where PARKER, J., allowed a mortgagee, as part of the costs of reconveyance, the costs of a vesting order rendered necessary by the disappearance of a joint mortgagee. Possibly there are other cases, but these will shew that the matter is of frequent occurrence.

The mortgagee's right in this respect extends both to costs of suit and to charges and expenses, and it starts from the principle that he is to get his principal and interest free of all expense. "The owner," said Lord ELDON, C., in *Detillin v. Gale* (7 Ves. p. 584), "coming to deliver the estate from that incumbrance he himself put upon it, the person having that pledge is not to be put to expense with regard to that; and so long as he acts reasonably as mortgagee, to that extent he ought to be indemnified." This rule and the exception were emphasized in *Dryden v. Frost* (3 My. & Cr., p. 675), where Lord COTTENHAM, C., pointed out that by "reasonably," Lord ELDON meant reasonably with respect to such rights as the mortgagee's mortgage title gave him. Subject to this, his indemnity covers all costs incurred in ascertaining or defending his rights. But in that case, being an equitable mortgagee, he had incurred costs only proper for a legal mortgagee, and these he was not allowed to have out of the estate. The applicability of the rule to costs and expenses of various kinds was considered by the Court of Appeal in *National Provincial Bank of England v. Games* (31 Ch. D. 582), now one of the leading cases on the subject.

In *Cotterell v. Stratton* (8 Ch. App. 295), which is the leading case on the applicability of the rule to costs of foreclosure and redemption actions, the right of the mortgagee was based upon the contract between himself and the mortgagor. There are, indeed, three matters to be considered in arriving at the amount which the mortgagor must pay on redemption. His principal and interest are payable by the express terms of the mortgage; his charges and expenses are also sometimes made an express charge on the property, but without an express charge he can debit them to the mortgagor in taking the account, either, as in the case of expenses of necessary repairs, under the head of "just allowances," without express mention in the order for account, or, as in the case of permanent improvements or costs of litigation with third parties, when an express direction in respect of them is contained in the order: *Tipton Green Colliery Co. v. Tipton Moat Colliery Co.* (7 Ch. D. 192); and further, there are the costs of the redemption or foreclosure action. "The contract between mortgagor and mortgagee," said Lord SELBORNE, C., in *Cotterell v. Stratton* (*supra*), "as it is understood in this court, makes the mortgage a security, not only for principal and interest, and such ordinary charges and expenses as are usually provided for by the instrument creating the security, but also for the costs properly incident to a suit for foreclosure or redemption." But he proceeded to point out that the mortgagee's right to his costs might be lost by such inequitable conduct on his part as amounted to a violation or culpable neglect of his duty under the contract. The right, indeed, does not strictly arise by contract, for, if it did, breach of contract would not forfeit it, but would give a right to damages. But in the words of Lord SELBORNE, it rests substantially upon contract, and, this being so, the misconduct of the mortgagee is punished, not by damages, but by the loss of his right to costs.

The mortgagee's right to the costs of a foreclosure or redemption action is recognized in R. S. C. ord. 65, r. 1, which places costs generally in the discretion of the court, but provides that this shall not deprive a mortgagee who has not unreasonably

instituted or resisted any proceedings of his right to costs out of the estate. In regard to appeals as to costs, this must be read in connection with section 49 of the Judicature Act, 1873, under which no order as to costs only, which by law are left in the discretion of the court, is subject to appeal except by leave of the court making the order. It requires a little care to follow out the effect of this as to appeals in regard to mortgagees' costs, and a distinction has to be made between his costs of the foreclosure or redemption suit, and his charges and expenses.

So long as no charge of misconduct is made, the mortgagee is entitled to his costs of action as a matter of course. If a charge of misconduct is made and is proved, the costs are then within the discretion of the court, and if they are allowed, notwithstanding the misconduct, the mortgagor has no right of appeal, and can only appeal by leave: *Charles v. Jones* (33 Ch. D. 80). But if, on the charge being proved, the court disallows the costs, the mortgagee can then appeal, since the question whether he has been guilty of misconduct disentitling him to costs is a matter of adjudication on the facts and not a matter of discretion. "A decree in a redemption suit," said Lord SELBORNE in *Cotterell v. Stratton* (*supra*), "which disallows the costs of the mortgagee, is of right appealable, and, if appealed against, can only be supported by proof of special circumstances sufficient to justify such a departure from the ordinary course of the court." And this represents the present practice: *Turner v. Hancock* (20 Ch. D. 303); *Charles v. Jones* (*supra*).

But neither section 49 of the Judicature Act, 1873, nor R. S. C. ord. 65, r. 1, refers to charges and expenses of the mortgagee as distinguished from his costs of the redemption or foreclosure action. The question whether these shall be allowed or not is a question arising in the action, and, like any other question, is subject to appeal as of right. It is not a matter within the discretion of the court under ord. 65, r. 1, so as to forbid an appeal except by leave under section 49. Hence, when the court has given a decision allowing any charges and expenses to the mortgagee, the mortgagor can appeal: *Re Chennell* (8 Ch. D. 492); *Re Bedloe* (1893, 1 Ch. 547). In the latter case, *Charles v. Jones* (*supra*) was considered and explained, and it was pointed out that, notwithstanding some ambiguity, it was a decision refusing the mortgagor a right of appeal against the allowance of costs only, and not against the allowance of charges and expenses.

The circumstances which will deprive a mortgagee of his right to costs of suit are various. He does not lose his costs by merely claiming more than is due to him (*Cotterell v. Stratton*, *supra*; *Re Watts*, 22 Ch. D. 5), provided no tender is made; but if an unconditional tender of a sum sufficient to cover the amount due is made by the mortgagor, the mortgagee refuses it at his own risk, and will have to pay the costs of a redemption suit rendered necessary by his refusal (*Harmer v. Priestley*, 1 Beav. 569); and if the mortgagee commences foreclosure or resists a redemption action at a time when nothing is in fact due to him, he will usually have to pay the costs (*Barlow v. Gains*, 23 Beav. 244), or at any rate the costs of the taking of the accounts (*Charles v. Jones*, 35 Ch. D. 544). And he has to pay the costs of unsuccessfully disputing the right of the person claiming to redeem (*Hall v. Howard*, 32 Ch. D. 430).

The recent cases referred to above, where the mortgagee was either made to pay, or deprived of, costs, can be referred to the principles just stated. In *Rourke v. Robinson* (*supra*) the mortgagee had had an opportunity of executing the proposed reconveyance, but her solicitor was not ready to hand it over at the date fixed for payment when the mortgagor tendered the amount due. It is the mortgagee's duty to reconvey on a tender being made if the reconveyance has been previously left with him, and this amounted to a refusal of the tender. In *Edmondson v. Copland* (*supra*), the real question was whether the mortgagor was entitled to pay after the expiration of the mortgagee's three months' notice, or whether he must give a fresh six months' notice, or pay six months' interest in lieu of notice. JOYCE, J., held that the mortgagor could pay without fresh notice, and the mortgagee, who had refused his tender, had to pay the costs. In *Heath v. Chinn* and *Williams v. Jones* (*supra*) the mortgagee had realized the mortgaged property, and the

dispute related to the amount of surplus in his hands. They were cases, therefore, in which the mortgagee had been paid off, and the forfeiture of the mortgagee's costs can be put on this ground, or upon the independent ground—suggested by EVE, J., in *Williams v. Jones*—that an action for an account against the mortgagee after he has realized his security by sale is not an action to which the rule in *Cotterell v. Stratton* applies.

The most recent case—*Webbe v. Crosse* (*supra*)—is one relating to charges and expenses. It is well settled that the mortgagor can only obtain a reconveyance at his own expense, and where the title has been altered by the death of the mortgagee, and a vesting order has become necessary, the expense of this also falls on the mortgagor: *Ex parte Ommamney* (10 Sim. 298); *King v. Smith* (6 Hare, 473). Similarly, where the mortgage debt has been settled, the costs of additional parties to a redemption or foreclosure action thereby rendered necessary are thrown on the mortgaged estate: *Wetherell v. Collins* (3 Madd. 255); *Bartle v. Wilkin* (8 Sim. 238). In *Webbe v. Crosse* a vesting order was required, in consequence of the disappearance of one of the joint mortgagees, and PARKER, J., held that this must be paid for by the mortgagor. The circumstances were novel, but the resulting costs could not, it seems, be charged to the other mortgagee. The difficulty was not one for which he was responsible, and there was no reason to deprive him of the benefit of the rule that costs of reconveyance fall on the mortgagor.

Payment of Drafts to Order.

A CASE has recently been fought out in the Australian Courts which deserves the attention of all commercial lawyers, and particularly of those interested in the law of banking and negotiable instruments. The main point in this case was the extent to which bankers, who pay the amount of a draft on them to a person who personates the payee, are protected by the provisions of section 60 of the Bills of Exchange Act, 1882. Out of some half dozen text books consulted *ad hoc*, the only one where this point appears to be dealt with satisfactorily is Paget on Banking. On p. 46 (2nd ed.), it is pointed out that where a cheque is made payable to A. B. or order, the payee is entitled to present the cheque himself and receive the amount; and if he does this and does not negotiate the cheque, the paying banker is not entitled to require his indorsement. One object (it is there said) in refusing to pay the cheque without the payee's indorsement "is to get the protection of section 60, should the person presenting the cheque not be the real payee. Whether this result would be attained appears doubtful," and cogent reasons for this doubt are then given. There is, however, so far as we are aware, no decision in the English courts that can be cited as absolute authority for the opinions expressed. Hence the importance of the Australian case.

Section 60 is as follows:—"When a bill payable to order on demand is drawn on a banker, and the banker on whom it is drawn pays the bill in good faith and in the ordinary course of business, it is not incumbent on the banker to shew that the indorsement of the payee . . . was made by . . . the person whose indorsement it purports to be, and the banker is deemed to have paid the bill in due course, although such indorsement has been forged . . ."

The Australian case referred to is *Smith v. Commercial Banking Co. of Sydney* (1910, 10 State Reports (N.S.W.) 386, 11 ib. 382), which was carried from the district court (answering to the county court in England) to the Supreme Court of New South Wales, and on further appeal to the High Court of Australia. The plaintiff, when about to sail for Sydney from London, bought from the Bank of Adelaide in London a draft for £30 on the defendant bank in Sydney. The draft was in duplicate, and payable on demand to the order of the plaintiff. One part the plaintiff kept in his own possession, and the other he posted to Sydney, addressing it to himself at the Post Office. On arriving at Sydney he found the letter containing the draft had been obtained by someone else, and on presenting the other part of the draft at the bank he was informed that the first part had already been presented and paid. The action against the

defendant bank was thereupon commenced, the bank being sued as acceptors of the draft. The defendants denied acceptance, and claimed the benefit of section 60 of the Bills of Exchange Act. [The enactments in England and New South Wales for this purpose are identical in terms.] It appeared that the person who had presented the draft had represented himself to be the plaintiff and the payee of the bill, and had signed the name of the payee (the plaintiff) on the back of the draft, at the request of one of the bank clerks, as evidence of identification. The bank clerk thereupon wrote his own name on the draft, and it was paid by the cashier. The draft, when produced in court, had also on its face the name of the bank impressed with a rubber stamp. The district court judge found that the draft had been accepted by the defendant bank, and that they had not brought themselves within the provisions of section 60. He also found that the signature of the person by whom the draft was cashed was a forgery, and was written for the purpose of identification and receipt and not by way of indorsement. A verdict for the plaintiff for £30, the amount of the draft, was therefore entered.

On appeal to the Supreme Court of New South Wales, this verdict was set aside, and a verdict was entered for the defendant bank. It was held that there was sufficient evidence of acceptance, but that the draft had been indorsed, and the bank were entitled to the protection of section 60. From this judgment the plaintiff appealed to the High Court of Australia. The appeal was dismissed, and the judgment of the New South Wales court in favour of the bank was affirmed, but on quite other grounds than those upon which the New South Wales court had founded their decision. Whilst the New South Wales court had held that the draft had been accepted by the bank but had been indorsed within the meaning of section 60, the Commonwealth court held that the draft had not been so indorsed, but, on the other hand, had not been accepted. Substantially, the decision of the State Court was thus reversed, though the plaintiff gained nothing by the reversal.

The substance of the whole case lay in the question whether there had been any indorsement which could be relied on by the bank under section 60 of the Bills of Exchange Act. On this point the High Court of Australia held, differing from the State Court, that there had been no such indorsement. The ruling that the draft had not been accepted by the bank turned on a minute difference of opinion as to the facts proved at the trial, and while important for the litigants, is not of such great interest in the juridical aspect of the case. It may be observed, parenthetically, that the judgment of the High Court on this part of the case is certainly unsatisfactory; and the decision of the New South Wales court, to the effect that there was a good acceptance of the Bill by the drawee bank, will rather commend itself to most English lawyers. But the importance and practical utility of the main point decided, as to the effect of the forged signature, are very considerable.

The passage in Paget on Banking already referred to was approved by the High Court of Australia, and its reasoning on this point was said to be "conclusive." A somewhat similar case to the present was also cited as having been decided in the Transvaal, and approved of. The Transvaal decision was to the effect that section 60 "protects the banker only when the bill has been negotiated by indorsement before it comes to him for payment." That, in the opinion of the High Court of Australia, was "the true construction" of the section, and these judicial opinions amply support the view taken on page 46 of Paget on Banking. The payment was, in fact, made by the bank to the forger, not under the authority of any indorsement, but to him as payee. The section only protects the banker when paying to someone who is a holder under an indorsement, and who does not claim payment as payee.

This view will now, it is submitted, be adopted in the English courts whenever the question falls to be decided here. It is a view of section 60 which will do a great deal for the security of payees of drafts which get into the wrong hands, whilst it does not appreciably increase the risk run by bankers.

It is stated that His Honour Judge Lloyd Morgan, K.C., has resigned the Recordership of Swansea, but his successor has not yet been announced.

Reviews.

Licensing Law.

PATERSON'S LICENSING ACTS. By GERARD R. HILL, M.A., and HARRY OLIVER, Barristers-at-Law. TWENTY-SECOND EDITION. Butterworth & Co.; Shaw & Sons.

This new edition of Paterson's standard book appears without the editorship of Mr. Mackenzie, who steered it through so many of its recent issues. Doubtless his retirement is due to the fact that "Paterson" is now going to appear as an annual, instead of every five years or thereabouts, as was formerly the case. The new editors carry on ably the traditions of their predecessor. There is not much change in this edition, but the earlier parts of it have been to some extent rewritten—notably the chapters on the Cinematograph Act, 1909, and the note on the Finance (1909-10) Act, 1910. Some new forms have also been added. Of course, the new decisions of last year have been duly incorporated; but the necessity of bringing out the edition before Brewster Sessions has prevented the inclusion of reports on the numerous petitions (as to the annual license value) which came up for hearing under section 44 (2) of the Finance (1909-10) Act, 1910. A note on the Revenue Act, 1911, duly appears, and its effect on the decision of *Wrigglesworth v. Rex* (1911, 75 J. P. 118), decided shortly before the Act, is clearly explained at p. 736. The tables of statutes and cases, as well as the index, retain their wonted accuracy; and the utility of the whole work has in no way diminished under the régime of a new editor.

THE ANNUAL LICENSING PRACTICE, 1912. By R. M. MONTGOMERY, M.A. (Oxon), and H. DRYSDALE WOODCOCK, Barristers-at-Law. Sweet & Maxwell (Limited).

As we stated in our review last year, this work has expanded from a mere introductory guide on the Licensing Laws into a Licensing Practice worthy of comparison with the standard books of Paterson and Williamson. The scheme of the present edition is the same as that of last year; but new chapters have been added on Clubs, Cinematographs, Children, Habitual Drunkards, and the Procedure by Mandamus, Certiorari and Special Case. This is the handiest of all the Licensing Practices.

Books of the Week.

COPYRIGHT.—The Law of Copyright, including The Copyright Act, 1911; The Unrepealed Sections of the Fine Arts Copyright Act, 1862; The Musical (Summary Proceedings) Copyright Act, 1902; The Musical Copyright Act, 1906, and The United States of America Copyright Act, 1909; and The Berlin and Berne Conventions, and Tables of the Laws, Treaties and Conventions in Foreign Countries. By L. C. F. OLDFIELD, M.A., F.C.S., Barrister-at-Law. Butterworth & Co.

PUBLIC AUTHORITIES PROTECTION.—The Public Authorities Protection Act, 1893 (56 & 57 Vict. c. 61); Considered in the Light of the Relevant Judicial Decisions on similar Statutory Protections of Earlier Date, as well as of all the reported English, Scottish and Irish Decisions on the Act itself. By JOHN CHARTRES, Barrister-at-Law. Butterworth & Co.; Shaw & Son.

ENGLISH CIVIL LAW.—A Digest of English Civil Law. By EDWARD JENKS, M.A., B.C.L., Editor. W. M. GELDART, M.A., W. T. HOLDSWORTH, D.C.L., R. W. LEE, M.A. B.C.L., J. C. MILES, M.A., Barristers-at-Law. Book III: Law of Property. By EDWARD JENKS. Butterworth & Co.

AMERICAN LAW REVIEW.—American Law Review, Bi-monthly. November-December, 1911. Editor JOHN D. LAWSON, LL.D. Reeves & Turner.

CASES OF LAST SITTINGS.

House of Lords.

HANAU v. EHRlich. 4th Dec.

CONTRACT FOR EMPLOYMENT—AGREEMENT FOR DEFINITE TIME EXCEEDING ONE YEAR—POWER TO DETERMINE WITHIN YEAR BY NOTICE—STATUTE OF FRAUDS (29 CAR. 2, c. 3), s. 4.

Where an agreement is within section 4 of the Statute of Frauds by reason of its being an agreement for a definite number of years or for a definite time exceeding one year, it is not taken out of the operation of the statute by a clause in the agreement giving either party the right to determine it within the year. Consequently, an agreement for employment for a period of two years, subject to six months' notice on either side during that period, is an agreement which is not to be performed within the year from the making thereof, and is therefore within section 4 of the Statute of Frauds.

Appeal by Carl Hanau, the plaintiff in an action to which the defendant was Ludwig Ehrlich against an order of the Court of Appeal (Cozens-Hardy, M.R., and Fletcher Moulton and Buckley, L.J.J.) affirming a decision of A. T. Lawrence, J., upon the award of an arbitrator (reported 104 L. T. R. 494). The question was whether a verbal agreement, whereby the plaintiff agreed to serve and the defendant to procure his employment, and employ him as the representative in South Africa of the defendant's firm for a period of two years, subject to six months' notice on either side during that period, was within section 4 of the Statute of Frauds. It was contended for the appellant that the agreement was one capable of being performed within the year, and was not within the statute: *McGregor v. McGregor* (21 Q. B. D. 424, 58 L. T. Rep. 227).

Earl LOREBURN, C., said the House would not trouble counsel for the respondent. In his opinion the decision of the courts below was right, and he moved this appeal should be dismissed, with costs. Lord ALVERSTONE, C.J., and Lords ATKINSON and SHAW concurred. Order accordingly.—COUNSEL, T. R. Atkin, J. H. Campbell, K.C., and Colefax, for the appellant; Dickens, K.C., Danckwerts, K.C., and Bremner, for the respondent. SOLICITORS, Michael Abrahams, Son, & Co.; Spyer & Sons.

[Reported by ERSAWE REID, Barrister-at-Law.]

Court of Appeal.

LIVERPOOL CORPORATION v. CHORLEY UNION. No. 1.
21st Dec.

POOR RATE—RATEABLE OCCUPATION—GATHERING GROUND FOR RESERVOIRS—ACQUISITION TO PREVENT POLLUTION OF WATER—ACTS OF OCCUPATION BY OWNER—PLANTATIONS AND NURSERIES ON GATHERING GROUND—BASIS OF RATING.

A corporation acquired a large area of land adjoining that on which their reservoirs and works were erected, which formed the gathering ground or water trap for their waterworks. To obviate all chance of pollution of water so gathered they closed the farms and allowed the land to be untenanted. A small part of the newly-acquired land they utilised as plantations and nurseries for young growing timber, otherwise it was let for sporting purposes, and the shooting rights formed a separate assessment.

Held, that the corporation had such reservation and use of the gathering ground as a whole as to render them, as beneficial occupiers, liable to be rated to the poor rate.

Held, also, that the price paid for the gathering ground was some evidence of the rateable value of the land used as plantations and nurseries which could properly be considered in fixing the assessment.

Decision of Divisional Court (1911, 1 K. B. 1057) affirmed on the questions of liability, and as to basis of assessment raised by cross-appeal varied.

Appeal by the corporation from a decision of a Divisional Court upon a case stated by the justices of Lancashire, sitting in quarter sessions at Preston, in a rating appeal. The corporation, in the first instance, owned only the land occupied by their reservoirs and works, but subsequently bought the greater part of the land (mostly moorland) which formed the gathering ground or water trap for their waterworks. To obviate all chance of pollution of the water so gathered the corporation removed all farmhouses and buildings and live stock, and allowed the land to be untenanted, and except that part of the land was utilised as plantations and nurseries for young growing timber, it was let for the shooting to a lessee for a term of years, and the corporation did not exercise any acts of occupation over it. The King's Bench Division were of opinion that the corporation were in beneficial occupation of the moorland, and were rateable in respect thereof; that the land used for plantations and nurseries ought to be assessed under section 4 of the Rating Act, 1874; and that the price paid for the gathering ground was not admissible evidence of the rateable value of the land used for plantations and nurseries. The corporation appealed to the Court of Appeal, and there was a cross-notice of appeal by the assessment committee and the overseers.

THE COURT reserved judgment.

VAUGHAN WILLIAMS, L.J., in giving judgment, said that, although the ownership of a hereditament did not necessarily imply occupation for the purpose of rating, yet here the corporation were in possession by title, and unless it could be shown that someone else was actually in occupation, that evidence was *prima facie* sufficient to render them liable. In his opinion the evidence of the price actually paid for the land used for plantations and nurseries, although not fixing the rateable value, was admissible in considering the amount of the assessment. He therefore did not agree with the Divisional Court that the price paid for the gathering ground was no evidence of the rateable value of the planted area, so as to require the value of such land to be estimated in the manner provided by section 4 of the Rating Act, 1874. The cross-appeal by the assessment committee on this question of the basis of assessment would be allowed.

BUCKLEY and KENNEDY, L.J.J., gave judgment to the same effect. The appeal was therefore dismissed, and the cross-appeal allowed, and case remitted to quarter sessions.—COUNSEL, Balfour Browne, K.C., Macmorran, K.C., and Oulton, for the corporation; Danckwerts, K.C., Ryde, K.C., and Gordon Hewart, for the union. SOLICITORS, Crowders, Vizard, Oldham, & Co., for Stanton & Sons, Chorley; F. Venn & Co., for E. R. Pickmere, Liverpool.

[Reported by ERSAWE REID, Barrister-at-Law.]

COPE v. SHARPE (No. 2). No. 1. 19th Dec.

TRESPASS—RIGHT OF TENANT OF SPORTING RIGHTS TO CHECK PROGRESS OF HEATH FIRE BY BURNING STRIPS OF HEATHER—ACT FOUND REASONABLE IN THE CIRCUMSTANCES, ALTHOUGH NOT IN FACT NECESSARY TO PROTECT GAME—CLAIM FOR INJUNCTION.

The defendant was a gamekeeper employed by the tenant of sporting rights over heath land leased from the plaintiff. A fire having broken out on the heath, the defendant sought to check its progress by burning strips of heather to the leeward of the fire. In an action against the defendant the following questions were left the jury: "Was the method adopted by the defendant in fact necessary for the protection of his master's property?" and "If not, was it reasonably necessary in the circumstances?" The jury answered the first question in the negative and the second in the affirmative.

Held, Vaughan Williams, L.J., dissenting, that the defendant was entitled to judgment upon the ground that the finding of the jury that "in the circumstances"—involving as that expression did (1) the existence of the sporting lease, (2) the rights and interests of the lessee in the property which was in danger, (3) the proximity of the fire, and (4) the condition of the herbage—the method adopted by the defendant for the protection of his master's property was necessary to meet the threatened danger, and was reasonably used, was a good defence in law to an action for trespass.

Decision of Divisional Court (27 Times L. R. 396) reversed.

Appeal by the defendant Sharpe, who was gamekeeper to Mr. Chase, the shooting tenant of lands owned by the plaintiff Sir Anthony Cope, from a decision of the Divisional Court. In the spring of 1909 a number of serious heath fires occurred in the district around the Eversley estate, Hampshire, the shooting over which the plaintiff had let for two years to Mr. Chase. On the 21st of April there was a large fire on this shooting, and Sir Anthony Cope had about fifty men employed trying to beat it out. When they had nearly got the fire under, Sharpe rode up, and, without consulting the man in charge of the fifty men as to what should be done, proceeded to set fire to patches of heather to leeward of the big fire, so that when the big fire spread down to those patches it should be checked for want of fuel. The man in charge complained to Sharpe, with the result that there was a quarrel, which resulted in an action in the county court for trespass and an injunction. The trial took place at Basingstoke County Court, and the judge, after hearing both sides, asked Sharpe if he would undertake not to repeat his conduct. Sharpe refused to give an undertaking, and the judge thereupon gave judgment for the plaintiff, with nominal damages and an injunction. The Divisional Court ordered a new trial. (The proceedings are reported 1910, 1 K. B. 168.) The second trial proved abortive, the jury failing to return a verdict. The action was then tried in the Farnham County Court. The following questions were left to the jury: "Was the method adopted by the defendant in fact necessary for the protection of his master's property?" and "If not, was it reasonably necessary in the circumstances?" The jury answered the first question in the negative and the second in the affirmative, and judgment was entered for the defendant. The plaintiff then appealed to the Divisional Court. The court held that by these answers the jury meant that the defendant reasonably thought that it was necessary for him to do what he did, but that in fact it was not necessary, and that upon these findings the plaintiff was entitled to judgment, inasmuch as the defendant had committed a trespass. Accordingly they ordered that judgment, with 5s. nominal damages, should be entered for the plaintiff, with an injunction. The defendant appealed.

THE COURT reserved judgment.

VAUGHAN WILLIAMS, L.J., said he differed from the judgments about to be delivered by the other members of the court. In his opinion really one question only was left to the jury, for it was plain that the two questions were intended to be indissoluble, and were connected by the words "and if not," which prefaced question 2. The learned judge could not have meant by the second question "Was it reasonably necessary in fact?" Because if it was reasonably necessary in fact, the answer to the first question should have been "yes" instead of "no." The method adopted could not be the less necessary because it was reasonable. The judge, by the second question, must therefore have meant: "If you gentlemen of the jury find the act of the defendant was not necessary; nevertheless, was the act such an act as might in the circumstances, and did in fact, appear to him as a reasonable man acting *bona fide* to be necessary?" He agreed with the passage in Hamilton, J.'s judgment, where he said: "In my view the finding of the jury that the method adopted by the defendant was not in fact necessary is conclusive in the case."

BUCKLEY, L.J., thought the appeal should be allowed. The jury found that the fire was in the event extinguished without the aid of the implement which the defendant had created. In other words, that if Sharpe had not done that which he did his master's property would nevertheless not have been injured. Having negatived that the acts were in fact necessary, the jury then affirmed that the acts were reasonably necessary in the circumstances. In so doing, they affirmed two things: by the word "necessary" they affirmed that there was a real and imminent danger against which it was necessary to provide; and by the word "reasonably" they affirmed that the acts which the defendant did were acts reasonably done to meet a real and imminent danger. The defendant was entitled to judgment upon the ground that the jury had found that "in the circumstances" the method adopted by the defendant for the protection of his

master's property was necessary to meet the threatened danger, and was reasonably used.

KENNEDY, L.J., read a judgment concurring with the view expressed by Buckley, L.J. Accordingly the appeal was allowed, and judgment entered for the defendant.—COUNSEL, *Rawlinson, K.C.*, and *R. S. Nolan (Percy St. Gerrans with them)* for the appellant; *Parfitt, K.C.*, and *R. A. Willes*, for the respondent. SOLICITORS, *Johns, Weatherall, & Sturt*, for *Lamb, Brookes, & Co.*, Oldham; *Walker & Rowe*, for *E. T. Close*, Camberley.

[Reported by ERSKINE REID, Barrister-at-Law.]

High Court—King's Bench Division.

CROUCH v. CROUCH. Div. Court. 18th Dec.

CONTRACT—HUSBAND AND WIFE—DEED OF SEPARATION—RECITAL OF AGREEMENT TO PAY WIFE 5s. A WEEK DURING LIFE, SO LONG AS SHE REMAINED CHASTE—ABSOLUTE COVENANT TO PAY 5s. PER WEEK ON THE SATURDAY OF EACH WEEK—CONSTRUCTION.

A deed of separation between husband and wife recited that the husband agreed to allow his wife "the sum of 5s. per week for her maintenance during her life, so long as she shall remain chaste, such weekly payments to commence as from the 5th of February, 1910," and continued "whereas the said parties have agreed to enter into such arrangement as is hereinafter contained. Now this indenture witnesseth that for effectuating the said agreement, and in consideration of the premises he, the said W. C., doth hereby covenant . . . that he, the said W. C., will duly and punctually pay, or cause to be paid, the said sum of 5s. per week to the said Emily Jane C., or to such person as she shall from time to time authorize to receive the same, on Saturday in each week."

Held, that the recital being clear and particular, and the covenant being general and ambiguous, the recital governed the construction of the deed.

Appeal from the Gloucester County Court. The plaintiff was the wife of the defendant, and her action was brought to recover the sum of £2 5s. under a deed of separation, the material terms of which are set out in the headnote. At the hearing the solicitor for the defendant intimated that he was prepared to adduce evidence that the plaintiff had committed adultery, and he contended that if that were so, the plaintiff would not recover subsequent maintenance under the deed. The county court judge held that he had no jurisdiction to try the issue as to whether the plaintiff had committed adultery, and he gave judgment for the plaintiff. The defendant appealed. On the appeal it was admitted that the county court judge was under a misapprehension as to his jurisdiction, and the sole question argued was whether the recital governed the covenant in the deed, or whether the covenant prevailed.

COLERIDGE, J.—The question we have to decide is whether the covenant stands unaffected by the recital, or whether the recital governs the terms of the covenant. The question of a particular recital governing general words in a covenant in the same instrument was debated in *Lord Ellenborough's* day. He said in *Payler v. Homersham* (1815, 4 M. & S. 423):—"I do not find that Lord Holt, when he denied the authority of the case from Rolle's Abridgment, denied also the position of Gregory, J., that the general words of a release may be restrained by the particular recital. Common sense requires that it should be so, and in order to construe any instrument truly, you must have regard to all its parts, and most especially to the particular words of it." And Bayley, J., said, in *Hesse v. Albert* (1828, 3 Man. and R. 406):—"We are bound to look at the whole of the instrument together. The defendant covenants to pay this annuity generally; the agreement was for making it payable out of the salary which has ceased, not from any act on the part of the defendant. Upon an instrument so framed, I am of opinion that the party is not liable when the fund is taken away." It appears that these cases have not been overlooked, for Lord Hatherley, in *Jenner v. Jenner* (1866, L. R., Eq. 361), quotes the judgment of Lord Ellenborough in *Payler v. Homersham* (ubi sup.) with approval. Further, it is clear, as the learned counsel for the respondent has admitted, that in certain cases, such as those where the agreement is concerned with the question of a release, a bond, or a power of attorney, the doctrine I have referred to would apply, and any particular words in the recital would govern any more general words in the covenant. But I do not know any ground for distinguishing these three alleged exceptions to the general rule laid down by Lord Esher in *Ex parte Dawes* (1886, 17 Q. B. D. 277), when he said:—"Now there are three rules applicable to the construction of such an instrument. If the recitals are clear and the operative part is ambiguous, the recitals govern the construction. If the recitals are ambiguous and the operative part is clear, the operative part must prevail. If both the recitals and the operative part are clear, but they are inconsistent with each other, the operative part is to be preferred." Now it seems to me that the present case falls within the first of those propositions—i.e., where the recital is clear and the operative part is ambiguous. It is true that in *Dawes v. Tredwell* (1881, 18 Ch. D. 354) Sir George Jessel uses language which, taken apart from the context and the facts to which it related, might seem to bear out the contention of the respondent. But in that case the question was whether

one could introduce into a covenant a new covenant by a party who had not, except in the recital, agreed to effect such a covenant. Plainly in that case the recital and the covenant were clear but contradictory, and fell within the third proposition laid down by Lord Esher. Here, in our opinion, the recital was clear and particular, that the money was to be paid to the wife so long as she was chaste; but the covenant was general in its terms to pay the wife five shillings a week. We think, therefore, that this case falls within the principle established in *Hesse v. Albert* (ubi sup.), where the recital declared that the sum in question was to be payable out of a particular fund, and the covenant made it payable generally. In this case the recital is particular, because it states that the payment to the wife is to be made so long as she is chaste; but the covenant is general and ambiguous, for it does not state when the 5s. begins to be payable, whether it is to be payable for the life of the wife, or whether it is to be payable by the husband's executors if he predeceased her. As the recital is clear and the covenant—the operative part of the deed—is ambiguous, the recital governs the construction of the deed. The case therefore must be remitted to the county court, for the judge to hear the evidence which the defendant has alleged he can produce.

HORRIDGE, J., gave judgment to the same effect.—COUNSEL, *Lowenthal; Porter and Sturges*. SOLICITORS, *C. T. Courtenay Lewis*, for *Langley, Smith, & Son*, Gloucester; *Willis & Willis*, for *Lionel Lane*, Gloucester.

[Reported by C. G. MOHAN, Barrister-at-Law.]

Court of Criminal Appeal.

REX v. HOLDEN. 19th Dec.

CRIMINAL LAW—FORGERY—ACCEPTANCE OF BILL OF EXCHANGE IN NAME OF FIRM—NAMES OF BOTH PARTNERS CONSTITUTING NAME OF FIRM—ACCEPTANCE "IN THE NAME . . . OF ANY OTHER PERSON"—FORGERY ACT, 1861 (24 & 25 VICT. c. 98), s. 24.

A firm consisted of two partners, H and F, whose firm name was "H & F." H, without authority and without honest belief that he had authority, and with intent to defraud, accepted a bill of exchange drawn on the firm, as follows: "Accepted payable London and Westminster Bank (Limited), London.—H. & F." The bill was accepted for the purpose of raising money for H's own benefit, and was applied to such purpose.

Held, that although the appellant had accepted the bill in the firm name he had accepted the bill in the name of an "other" person—namely, F—within the meaning of section 24 of the Forgery Act, 1861.

Appeal from a conviction at the Lancashire Assizes, held at Manchester, under section 24 of the Forgery Act, 1861. The facts of the case appear sufficiently from the head-note. Avory, J., who tried the case, expressed the opinion that this was not an acceptance in the name of an "other" person within the meaning of section 24. The terms of the section are as follows:—"Whosoever with intent to defraud shall draw, make, sign, accept, or indorse any bill of exchange or promissory note, or any undertaking, warrant, order, authority or request, for the payment of money, or for the delivery or transfer of goods or chattels, or of any bill, note or other security for money, by procuration or otherwise, for, in the name, or on the account of any other person, without lawful authority or excuse . . . shall be guilty of felony."

HAMILTON, J., having stated the facts, delivered the judgment of the court (Lord ALVERSTONE, C.J., and HAMILTON and BANKES, JJ.), as follows:—"In accepting the bill the appellant not only accepted a negotiable instrument upon which a contractual liability would arise, but he did so in the name of 'Holden & Fullerton.' 'Holden' was the name of one person, that of the appellant, and 'Fullerton' was the name of another person, and the word 'Fullerton' as so named with the connecting conjunction 'and' would generally, though not necessarily, indicate him as the appellant's partner. Why, then, is it said that the appellant did not accept the bill of exchange in the name of any other person? He accepted, no doubt, using his own name, but he also accepted using the name of another person, and this was none the less so because Christian names or initials were not inserted and the conjunction 'and' was inserted. The contention of the learned counsel for the appellant was that the name of a firm, not of a limited company, is not the name of a person, but a firm name within the meaning of section 4 of the Partnership Act, 1890. In England a firm is not, as it is in Scotland, under section 4 (2) of the Partnership Act, 1890, a separate legal person, and it is contended that all the appellant did was to write the name of a trade concern, and that that was not a personal name. That argument does some violence to section 24 of the Forgery Act, 1861, and, if successful, it nullifies the object of the Act, which was passed to obviate the consequences of the decision in *Reg. v. White* (1847, 11 J. P. 806, 2 C. & K. 404), where it was held that where a person with intent to defraud endorsed a bill of exchange per procuration, another person, whose authority he falsely pretended he had, he was not guilty of forgery. Unless a fraud of this kind is brought within the reach of the criminal law a large class of mercantile frauds will go unpunished. But, apart from that consideration, it appears to us that the facts of this case bring it within the terms of section 24; that as this was an instrument relating to personal liability it was an acceptance by the appellant in the name of another person, notwithstanding the fact that the acceptance also stated by

implication that that other person was in partnership with him. It was contended that, even assuming this to be an acceptance in the name of a person it was not an acceptance in the name of an "other" person, because both the appellant and his partner had the same and an equal right to use the name of the firm, and would both, in the absence of any stipulation to the contrary, still be entitled to use it in the event of a dissolution of the partnership. The circumstance that the name of the firm may be an asset of the partnership does not appear to be an answer to the plain fact that what the appellant did was not to use part of the partnership property, but to write the names of himself and his partner with the object of making them both personally liable on the instrument, on the assumption, of course, that the appellant had authority to accept, and that the holder had no notice of any defect in the bill. Lastly, it was contended that this was not an acceptance "in the name . . . of any other person . . . by procuration or otherwise" within the meaning of the statute. There was not an acceptance *per procuration*, it is true, but there was an acceptance in the name of another person "otherwise" than *per procuration*, because the appellant was the general agent of Fullerton to do acts pertaining to the business of the partnership, of which acts the accepting of bills of exchange would be one. His accepting the bill was a misuse of the authority he had. It appears to us that the case falls directly within the words of section 24. The acceptance was in the name of an "other" person, namely, Fullerton, and was an acceptance by the appellant otherwise than *per procuration*, but in a manner similar to an acceptance *per procuration*. It is not necessary for us to discuss now what the position would be if the form of the firm's name had been one not indicating any personality at all, such as "The Anonymous Trading Co.," as that question does not arise in this case. The appeal will be dismissed.—COUNSEL, Langdon, K.C., and J. C. Jackson; A. S. Comyns Carr. SOLICITORS, Edward G. P. Worsley, Manchester; The Director of Public Prosecutions.

[Reported by C. G. MORAN, Barrister-at-Law.]

Bankruptcy Cases.

Re ASHWELL. Ex parte THE TRUSTEE. Phillimore, J.
18th Dec.

BANKRUPTCY—PAYMENT TO CREDITOR WITH NOTICE OF ACT OF BANKRUPTCY—RELATION BACK OF TRUSTEE'S TITLE—TRUSTEE NOT ESTOPPED BY REPRESENTATIONS OF BANKRUPT—BANKRUPTCY ACT, 1883 (46 & 47 VICT., c. 52), s. 8, s. 43, 49.

Where a creditor has received money of the debtor with notice of an act of bankruptcy, the creditor must repay such money to the trustee, even though he was induced to accept it by the representations of the debtor that the money was the money of a third person, for the money being by relation back the money of the trustee, the latter is not estopped by any representations made by the debtor about it.

Application by the trustee in the bankruptcy for an order against the petitioning creditors requiring them to pay over to the trustee £125 received by them out of the bankrupt's money as the consideration for an adjournment of the hearing of the petition. The petitioning creditors had been induced by representations that the money to be paid them was not the debtor's, to consent to an adjournment of their petition on payment of £125. After the time of adjournment had passed they went on with their petition, and eventually obtained a receiving order thereon. The debtor, having been adjudicated bankrupt, the trustee in the bankruptcy made the present application for the repayment of the £125, alleging that it was a payment made by the debtor out of his own money, and taken by the creditors with notice of an available act of bankruptcy. Evidence was called on which the court was satisfied that the £125 was the debtor's money, though it appeared that representations were made to the creditors by the debtor that it was not. Counsel for the creditors then contended that, even though it was the debtor's money, the creditors had been induced, by the representations of the debtor that it was not his money, to alter their position; and that the trustee was estopped by the debtor's representations from contending that it was the debtor's money. He cited *Pickard v. Seears* (6 A. & E. 474), *Harris v. Truman* (9 Q. B. D. 264), *Freeman v. Cooke* (2 Exd. 654), *Heilbut v. Nevill* (4 L. R. C. P. 354, 5 L. R. C. P. 478), and *Jones v. Yates* (9 B. & C. 532). Counsel for the trustee contended that the creditors did not believe the representations of the debtor, nor did they alter their position, for they eventually obtained a receiving order on the same petition. Assuming these two points in their favour, the trustee was not estopped by the representations of the debtor, for he did not claim through the debtor, but by a higher title. The money was the trustee's by section 43 of the Bankruptcy Act, 1883, under which the trustee's title relates back to the first available act of bankruptcy, and therefore no representations which Ashwell might have made as to money which was really the property of the trustee could work any estoppel against the trustee.

PHILLIMORE, J.—The petitioning creditors in this case were induced on the 11th of April, 1911, to consent to an adjournment of the hearing of their petition in consideration of a payment of £125. At a later date they went on with their petition, and obtained a receiving order thereon. The £125 was undoubtedly the debtor's money, but the creditors contend that they believed in the representations made to them that it was not the debtor's money. The trustee, on the other hand, contends that they did not believe the representations, and did not alter their position, as to which I am not quite sure. But, assuming

that they believed it was not the debtor's money, I think that there was no estoppel. No doubt in cases where before bankruptcy a debtor has made some representations in the course of carrying on his business by which he himself would be estopped, the trustee in his bankruptcy is bound thereby just as an executor would be. But here the trustee does not claim through the bankrupt, but by a higher title. The money in question was the trustee's money, and the trustee cannot be estopped by any averment which the bankrupt may have made about it. Application allowed.—COUNSEL, Hansell; *Beyfus*. SOLICITORS, *Braham Barnett; Beyfus & Beyfus*.

[Reported by F. M. FRANCES, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

LEWIS v. LEWIS and LEWIS v. LEWIS AND NEILLY.

Bargrave Deane, J. 14th Dec.

CROSS MATRIMONIAL SUITS—CROSS-EXAMINATION AS TO ADULTERY—EVIDENCE FURTHER AMENDMENT ACT, 1869 (32 & 33 VICT. c. 68, s. 3)—PRACTICE.

Where a wife had in her suit sworn an affidavit verifying the truth of the charges in her petition for a judicial separation, it was

Held, that notwithstanding the provisions of the Evidence Further Amendment Act, 1869, she could be cross-examined as to her alleged adultery charged in her husband's petition, before she had denied it in the witness-box.

Consolidated suits. On the 30th of August, 1910, Florence Emma Lewis filed a petition for judicial separation against her husband, Percy Lewis, on the ground of his alleged cruelty. Clauses 7 and 8 of her petition respectively set out "That your petitioner returned to her home at 136A, St. John's-road, Upper Holloway aforesaid, in or about the month of October, 1909, and the said Percy Lewis there falsely accused her of being unfaithful to him, and on divers occasions denied that he was the father of her unborn child," and "That a few days before the birth of her said child in January, 1910, your petitioner was falsely accused by the said Percy Lewis of committing adultery with one Neilly and also with one Henry Hayhurst, and the said Percy Lewis at the same time violently assaulted her." On the same date as her petition Mrs. Lewis swore an affidavit verifying the truth of the charges in her petition. On the 10th of October, 1910, the husband filed an answer denying the charges in his wife's petition, and on the 19th of October, 1910, filed a petition for divorce alleging, *inter alia*, that his wife had committed adultery with J. E. Neilly. The two suits were consolidated by an order dated the 14th of November, 1910. The several charges were denied by the parties to the suits. The facts were not of legal interest, but during the cross-examination of the wife counsel for the husband proceeded to ask questions relating to the charge of adultery made against her by the husband. Counsel for the wife submitted that such questions could not be put until the wife had first denied the alleged adultery in the witness-box, and relied upon the provisions of section 3 of the Evidence Further Amendment Act, 1869, which runs: "The parties to any proceeding instituted in consequence of adultery . . . shall be competent to give evidence, in such proceeding, provided that no witness in any proceeding, whether a party to the suit or not, shall be liable to be asked or bound to answer any question tending to shew that he or she has been guilty of adultery, unless such witness shall already have given evidence in the same proceeding in disproof of his or her alleged adultery." Counsel for the husband contended that as the wife in her verifying affidavit had sworn to the truth of the charges in her petition, she had therefore denied the allegations of adultery.

BARGRAVE DEANE, J., held that the wife's affidavit was evidence in the consolidated proceedings, and as she had sworn therein that the accusations of adultery were false, she could be cross-examined as to the adultery alleged against her in the answer and petition of the husband. [The hearing of the suits occupied three days, and in the end both petitions were dismissed.]—COUNSEL, D. Cotes-Predy (S. P. Merlin with him), for the wife; A. Farleigh, for the husband; W. A. Barton, for the co-respondent. SOLICITORS, Cyril Renton, for wife and co-respondent; H. W. H. Rance, for husband.

[Reported by J. HARVEY MURPHY, Barrister-at-Law.]

Obituary.

Mr. G. G. White.

The death is announced of Mr. George Graham White, solicitor, of Launceston, in his fifty-sixth year. He was admitted in 1878, having been articled to his father, and at his death was the head of the firm of Graham White & Llewellyn. He had been Mayor of Launceston, and held many public appointments, including that of clerk to the Launceston Board of Guardians and Rural District Council. For many years he was Liberal agent for the Launceston Parliamentary Division.

Legal News.

Appointments.

Mr. BARNARD THORNTON HODGSON, barrister-at-law and Secretary to the Commissioners in Lunacy, has been appointed a Commissioner in Lunacy.

Mr. OSWALD EDEN DICKINSON, barrister-at-law and Secretary to the Lord Chancellor's Visitors in Lunacy, has been appointed Secretary to the Commissioners in Lunacy in the place of Mr. Hodgson.

Changes in Partnerships, &c.

Dissolutions.

GEORGE CHURCHER and VIOTTI EMANUEL GEORGE CHURCHER, solicitors (Churcher & Churcher), Gosport. Dec. 19.

FREDERICK WILLIAM WELLS and WILLIAM PERCIVAL JONES, solicitors (Jones & Wells), East Retford. Jan. 1.

WILLIAM WORSHIP PAINE, WILLIAM BLYTH, JOHN ELLIOTT HUXTABLE, and HARRY KNOX, solicitors (Paines, Blyth, & Huxtable), 14, St. Helen's-place, London. Dec. 31. So far as regards the said William Blyth; the said business will in future be carried on under the same style by the said William Worship Paine, John Elliott Huxtable, and Harry Knox, in co-partnership with Harry Montefiore Cohen.

LESLIE GORDON SANDFORD and KYRLE CHATFIELD HANKINSON, solicitors (Sandford & Co.), Howard House, Arundel-street, Strand, London. Dec. 31. The said Leslie Gordon Sandford retiring from business; the said Kyrle Chatfield Hankinson and Harold Picton Ellett will carry on the said business in partnership under the style or firm of Sandford & Co.

WILLIAM EDWARD TALLENTS, GODFREY TALLENTS, FRANCIS AUSTIN LANGTON HODGKINSON, and HUGH TALLENTS, solicitors (Tallents & Co.), Newark-upon-Trent. Dec. 31.

JOHN WATSON and GEORGE JAMES ATKINSON, solicitors (John Watson & Atkinson), Liverpool. Nov. 22. In future such business will be carried on by the said John Watson under the same style or firm as heretofore. [Gazette, Jan. 2.]

General.

The Bank of England are appealing to the Court of Quarter Sessions of the City against the general rate and the poor rate imposed by the Corporation, who are now the sole rating authority for the entire City under the Union of Parishes Act, and the Corporation are stated to have instituted an appeal against the county rate imposed by the London County Council.

A supplement to the *London Gazette* of Tuesday last contains the following direction, dated the 1st of January, 1912:—The King has been pleased to approve of the use and recognition throughout His Majesty's Dominions during tenure of office of the title of "Honourable" in the case of the Chief Justices and Judges of the under-mentioned courts:—Australia: The High Court of Australia, the Supreme Court of New South Wales, the Supreme Court of Victoria, the Supreme Court of Queensland, the Supreme Court of South Australia, the Supreme Court of Western Australia, the Supreme Court of Tasmania. New Zealand: The Supreme Court of New Zealand. South Africa: The Supreme Court of South Africa. Newfoundland: The Supreme Court of Newfoundland. A similar recognition of the title will be accorded in the case of retired Chief Justices and Judges of those courts who have been or may hereafter be permitted to bear it after retirement. The following have received permission to bear the title after retirement:—Sir James Prendergast, formerly Chief Justice of the Supreme Court of New Zealand; Sir Matthew Henry Stephen, formerly Puisne Judge of the Supreme Court of New South Wales; Sir William Owen, formerly Puisne Judge of the Supreme Court of New South Wales.

Considerable attention is being paid in Paris, says the Paris correspondent of the *Evening Standard*, to a problem which should undoubtedly begin to occupy Governments all the world over. The Paris police and the French Home Office are beginning to realize that steps of a far-reaching nature will soon have to be taken if the army of criminals is to be kept in hand. The French police are, perhaps, the keenest and the quickest-witted body of police in the civilized world. This compliment has been paid them from Berlin, from London, and from New York. And yet within the last few months the French police have allowed numbers of criminals to slip through their hands, not so much owing to faults in their own methods as to the scientific progress made by criminals. The fact is that the criminal of to-day belongs to a more highly-educated class than did the criminal of the day before yesterday. Crime brings in larger profits than it used to, and the criminal of 1911-12 realizes very quickly the weak spots in society's defence, and makes his profit by the knowledge. For instance, the Paris police have no motor-cars, and French banks, owing to the dislike of the cheque system in France, send large sums of

money from one street to another in Paris by messenger. The criminal classes have with impunity secured large sums of bankers' money by the use of this knowledge during the last year. Since the last crime the Paris bank messenger has been authorized to carry a revolver. It is to be hoped that the next step for his protection will be the abolition of his uniform, which makes him an easy mark.

The usual advertisement of the Public Trustee Department appears in some of the daily papers. It states that no business department of the State has grown so amazingly as that which Mr. C. J. Stewart controls. The total funds with which he is at present dealing amount to £21,800,000, and he is in communication with intending testators to the number of 1850, whose estates represent £44,517,933, the aggregate figures therefore being nearly 66½ millions. People who have availed themselves of the provisions of the Act are spread all over England, and the correspondence involves the despatch of over 100,000 letters a year. In the first year that he held office Mr. Stewart accepted 325 cases. The second recorded an advance to 565. These figures dealt with the period from January to December, but in 1910-11 the return was made up to March 31, to correspond with the financial year of the Government, so that it embraced fifteen months' working. The growth of the department was phenomenal. The cases rose to 1,053, and so far as the present year has gone the increase has been maintained, the nine months' record from March to December 31 being 773, or a total for the four years of 2716. To deal with the ever-expanding business it has been necessary to quadruple the staff. Commencing with fifty, it grew at the commencement of the second year to 110, in the third to 164, and to-day it is 220. The department has long outgrown the accommodation in Clement's Inn, and a temporary iron building has been erected in the adjoining Law Courts' site to provide for forty clerks. New offices are in course of erection in Sardinia-street, the thoroughfare connecting Kingway with Lincoln's-inn Fields.

During the past year, says the *Times*, a large quantity of treasure trove has been claimed by the Treasury, and several cases in which the finders have been well rewarded have come to the notice of the public. The law governing treasure trove, however, is somewhat peculiar, and has been administered unequally, it is stated, by the Treasury, and it is known that in consequence many relics are destroyed by those who unearth them, particularly by rural labourers. A committee of the Society of Antiquaries is now sitting to formulate proposals to the Treasury with a view to the dissemination of a knowledge of the law. It is felt that if different methods of administration were adopted by the Treasury far more treasure trove would find its way into the possession of the Crown. Dr. William Martin, who gave evidence before the Departmental Committee inquiring into the law of treasure trove, speaking to a newspaper representative, expressed the opinion that the Treasury act somewhat capriciously. In some cases they reward the finder with a lavish hand, as was the case recently when two labourers who found 200 nobles at Fakenham, in Norfolk, received £105 each. In others they seem to act in very niggardly fashion. The remedy lies, he thinks, in the publication of all the Acts respecting treasure trove. What they consider the law to be might be made clear, and they should also explain what their practice is. By so doing they would remove the general idea that exists that the finder is treated so badly that it would be far better to smash up the relics or sell them for bullion value, if they be of gold. One objection to the administrative methods of the Treasury is the employment of the police in taking possession of treasure trove.

ROYAL NAVAL COLLEGE, OSBORNE.—For information relating to the entry of Cadets, Parents and Guardians should write for "How to Become a Naval Officer" (with an introduction by Admiral the Hon. Sir E. R. Fremantle, G.C.B., C.M.G.), containing an illustrated description of life at the Royal Naval Colleges at Osborne and Dartmouth.—Gieve, Matthews, & Seagrove, 65, South Molton-street, Brook-street, London, W. [Advt.]

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice JOYCE.	Mr. Justice SWINFEN EADY.
Monday Jan. 8	Mr. Groswell	Mr. Goldschmidt	Mr. Borrer	Mr. Synge
Tuesday	Beal	Groswell	Leach	Goldschmidt
Wednesday	Borrer	Beal	Farmer	Groswell
Thursday	Leach	Borrer	Bloxam	Beal
Friday	Farmer	Leach	Theod	Borrer
Saturday	Bloxam	Farmer	Church	Leach
Date.	Mr. Justice WARRINGTON.	Mr. Justice NEVILLE.	Mr. Justice PARKER.	Mr. Justice EVA.
Monday Jan. 8	Mr. Bloxam	Mr. Beal	Mr. Farmer	Mr. Church
Tuesday	Theod	Borrer	Bloxam	Synge
Wednesday	Church	Leach	Theod	Goldschmidt
Thursday	Synge	Farmer	Church	Groswell
Friday	Goldschmidt	Bloxam	Synge	Beal
Saturday	Groswell	Theod	Goldschmidt	Borrer

HIGH COURT OF JUSTICE, CHANCERY DIVISION.

HILARY SITTINGS, 1912.

NOTICES RELATING TO THE CHANCERY CAUSE LIST.

Mr. Justice JOYCE.—Except when other Business is advertised in the Daily Cause List, Actions with Witnesses will be taken daily throughout the Sittings.

Mr. Justice SWINFEN EADY.—Except when other Business is advertised in the Daily Cause List, Mr. Justice SWINFEN EADY will sit for the disposal of His Lordship's Witness List daily throughout the Sittings.

Mr. Justice WARRINGTON.—Except when other business is advertised in the Daily Cause List Mr. Justice WARRINGTON will take his Business as announced in the Hilary Sittings Paper.

Mr. Justice NEVILLE will take his Business as announced in the Hilary Sittings Paper.

Mr. Justice PARKER.—Except when other Business is advertised in the Daily Cause List, Mr. Justice PARKER will sit for the disposal of His Lordship's Witness List daily (except Saturdays) throughout the Sittings.

Mr. Justice EVE will take his Business as announced in the Hilary Sittings Paper.

Liverpool and Manchester Business.—Mr. Justice EVE will take Liverpool and Manchester Business on Saturdays, the 20th January, the 3rd and 17th February, and the 2nd, 16th and 30th March.

Summonses before the Judge in Chambers.—Mr. Justice WARRINGTON, Mr. Justice NEVILLE and Mr. Justice EVE will sit in Court every Monday during the Sittings to hear Chamber Summonses.

Summonses Adjourned into Court and Non-Witness Actions will be heard by Mr. Justice WARRINGTON, Mr. Justice NEVILLE and Mr. Justice EVE.

Motions, Petitions and Short Causes will be taken on the days stated in the Hilary Sittings Paper.

NOTICE WITH REFERENCE TO THE CHANCERY WITNESS LISTS.

During the Hilary Sittings the Judges will sit for the disposal of Witness Actions as follows:—

Mr. Justice JOYCE will take the Witness List for JOYCE and EVE, JJ.

Mr. Justice SWINFEN EADY will take the Witness List for SWINFEN EADY and NEVILLE, JJ.

Mr. Justice PARKER will take the Witness List for WARRINGTON and PARKER, JJ.

CHANCERY CAUSES FOR TRIAL OR HEARING.

Set down to December 23rd, 1911.

Before Mr. Justice JOYCE.

Retained Adjourned Summonses.

In re Goodman's Settlement

(Goodman v Telfer adjd summs

pt hd

In re Hoggart's Settlement Hog-

gart v Burnage adjd summs

In re George Treherne dec Tre-

herne v Treherne procedure

summs

In re Ormerod's Settlement

Haworth v Hargreaves adjd

summs

In re E J Walpole dec Watts v

Burch adjd summs

Lillington v Capern adjd summs

In re Haygarth's Settlement.

Wickham v Holmes adjd summs

Causes for Trial (with Witnesses).

Lever Brothers ld v Bury Dist-

rict Co-operative Soc ld act

Same v Huddersfield Industrial

Soc ld act Benjamin Brooke &

Co ld v Same act Lever

Brothers ld v Prestwich Co-

operative and Industrial Soc ld

act Benjamin Brooke & Co

ld v Same act Lever Brothers

ld v Heckmondwike Industrial

Co-operative Soc ld act Benja-

min Brooke & Co ld v Same

act Lever Brothers ld v Slaithwaite

Equitable Industrial Co-opera-

tive Soc ld act Benjamin

Brooke & Co ld v Same act

Lever Bros ld v Cleckheaton In-

dustrial Co-operative Soc ld act

Benjamin Brooke & Co ld v

Same act Lever Brothers ld v

Wakefield Industrial Soc ld act

Benjamin Brooke & Co ld v

Same act Lever Brothers ld v

Wrexham Co-operative Soc ld

act Benjamin Brooke & Co ld

v Same act Lever Brothers ld

v Golar Co-operative Soc ld act

Benjamin Brooke & Co ld v

Same act Lever Brothers ld v

Birmingham Industrial Co-

operative Soc ld act Benjamin

Brooke & Co ld v Same act

Lever Brothers ld v Nottingham

Co-operative Soc ld act Benjamin

Brooke & Co ld v Same act

Lever Brothers ld v Borsall In-

dustrial Co-operative Soc ld act

Benjamin Brooke & Co ld v

Same act Lever Brothers ld v

Wolverhampton Co-operative

Soc ld act Same v Stock-

port Industrial Equitable Co-

operative Soc ld act Benjamin

Brooke & Co ld v Same act

Lever Brothers ld v Rugby Co-

operative Soc ld act Benjamin

Brooke & Co ld v Same act

Lever Brothers ld v Hyde Equit-

able Co-operative Soc ld act

Benjamin Brooke & Co ld v

Same act Lever Brothers ld v

Gomersal Industrial Co-opera-

tive Soc ld act Same v Little

Lever Co-operative & Industrial

Soc ld act Same v Horwich In-

dustrial Co-operative Soc ld act

Same v Preston Industrial Co-

operative Soc ld act Stand over

for a day to be fixed.

In re Treherne Treherne v Tre-

herne act

Grabowsky v Markop Pipe &

Line Transport Co act

In re Marler dec Curzon v Marler

act

The Ridgway Co v The Religious

Tract Soc act (s o until

Trinity 1912)

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W. OSCAR NASH, F.I.A., Actuary and Secretary.

Thomas v Mayor & Co of Aberavon

act

Cryer v Universal Insee, Loan &

Investment Co ld act

The Rubber Produce Agency ld v

de Winton act and counterclaim

Pugh v Riley Cycle Co ld act

Clowes v Bake act

Gas Economising & Improved

Light Syndicate ld v The Blan-

chard Lamp Foreign Patents

Co ld act and counterclaim

C H Collins & Co v Green & Cad-

bury ld act

In re Hood dec Hood v Ridsdale

act

Newman v Dale act

Hardy v Kaye Son & Co ld act

Engert v Engert & Rolfe ld act

Coslett Anti-Rust Syndicate ld v

Lennox act

Carter v Apfel act

Workman v Burges act

Winnington v Champion act

Attorney-Gen & Godstone Rural

District Council v Smith act

Blackwell v Blackwell act

Whale v Chambers act

Pile v Griffiths act

Lloyd v Lloyd act (Liverpool

District Registry)

Sutherland v Lakin act

Bloxsome v Lewin act

Arden v Clift act

Boret v McEuen act

McEuen v Boret act

Fisher v Sir John Jackson (Chili)

ld act

Harrodine v Harrodine act with-

out pleadings

Fogg v Eskrigge & Roby act and

counterclaim

Hourst v Macphail act

Great Central Ry Co v Baly with

Hexthorpe U D C Attorney-Gen

v Great Central Ry act and

counterclaim

Thornbery v Griffiths act and

counterclaim

Godfree v Greenway act

Lilley v Howkins act

Challenger v Davies act and

counterclaim

In re Walton dec Bush v Ford

act

Stevens v Williams act and

counterclaim

Chadwick v Edgerley act and

counterclaim

Northern Assee Co v Farnham

United Breweries act

Will v United Lankat Plantations

Co act

Blackborne v Dennes act

Beecham v Painter act

Woodbridge v Bellamy act

Allard v Bates act

Ingram v Dawson act

Neville v Roberts act

Zeegen v Isaacs act

Lucas v Davies act

In re S E Slater dec Barker v

Slater act

Turner v Tomson act

The Palmer Tyre ld & anr. v

Martin act

Before Mr. Justice SWINFEN

EADY.

Retained by Order.

Motions.

M E Notaras ld v Notaras

In re The Companies (Consolida-

tion) Act, 1908, and In re H &

U Rubber & Coffee Estates ld

Sanderson v J W Brindley ld

Petition.

In re The Empire Guarantee and

Insee Corpn ld and Companies

Act, 1909

Adjourned Summonses.

In re Consuelo, Dowager Duchess

of Manchester, dec Duncan-

non v Manchester adjd summs

pt hd

Drake v Mason adjd summs

(restored)

In re Wyate Stroyan v Ward

adjd summs (restored)

Woolmer v Weatherley adjd

summs

In re Dunbar's Trusts Ward v

Stuart adjd summs

In re Knowles Symonds v

Knowles adjd. summs

In re Cory Thorp v Cory adjd

summs

In re Noble Diggle v Noble

adjd summs

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Further Considerations.

In re Crabtree, dec Thomas v Crabtree
In re Franklin, dec Bellingham & Co ld v Franklin

Companies (Winding Up).

Petition (to sanction Scheme of Arrangement).
Wildings ld (petn of Hart & Levy ld) pt hd

Court Summonses.

Joint Stock Trust & Finance Corpn ld (leave to continue misfeasance)
Same (misfeasance—with witnesses) pt hd

Causes for Trial (with Witnesses).
The Conservators of Mitcham Common v Banks act
Encinillas Mines ld v Anglo-American Syndicate act (s o Easter)

In re James Williams, dec Williams v Williams act (not before Jan 20)
Davies v Harrison & Thomas act (not before Jan 20)

Iquitos Rubber Syndicate (in liquidation) v La Compagnie Generale des Caoutchoucs act
Preston v Driver act
In re The Trade Marks Act, 1905 and In re The Trade Mark of William Hunt & Sons, The Blades ld act

Paley v Ouston act
Brooke-Hitching v Mayfair Clubs ld act

Whittaker v Pickford act
In re John & Jane Terry and In re Married Woman's Property Act, 1882 adjd summs (with witnesses)

Turner v Smith act and counterclaim

Public Trustee v Garnham act
Mills v Tinker act
Harris v Jenkins act

Parr v Hilton act

Neumann v Plymouth act (not before Feb 1)

Palmer v Dugmore act

In re Edward Roberts, dec Roberts v Owen act

In re Hooper Hooper v Hooper act

Dabbs v Newman act

In re S L Peters, dec Smith v Peters act

James v Clarke act

Pearson v Carlyle act

In re Parson's Settlement
Graham v Parsons act

Bryant v Miller act and counterclaim

Moffatt v Lewin act
Carter v Horlick act

Before Mr. Justice WARRINGTON.
Retained by Order.

Causes for Trial (with Witnesses).
Brown v W H Keys ld act & counterclaim pt hd (fixed for Jan 16, subject to anything pt hd)

Lovell v Fry act
In re Musgrave, dec Cripps v Wilkinson act pt hd (s o generally leave to apply to restore)
Williamson v Jones act (s o generally)
Stone v Stone act (by certificate) pt hd (s o until further order)

Further Consideration.

Clark v Benson fur con & adjd

Short Cause.

Pearson v Pennington motn for judgt

Causes for Trial (without Witnesses) and Adjourned Summonses

In re P Collings, a Solr, and In re Taxation of Costs adjd summs s o

In re Saunders' Patent Launch Building Syndicate ld Metropolitan Bank (of England & Wales) ld v The Syndicate adjd summs (s o)

In re Charles Pawley dec Pawley v Pawley adjd summs pt hd (s o liberty to apply)

In re Nicholas Kendall an infant adjd summs (s o)

Huggins & Co ld v Craigen adjd summs

In re James Holmes dec Peard v Holmes adjd summs

In re R H T Baker a Solr In re Taxation of Costs, summs to vary

In re Charles Albert Paine a Solr and In re Taxation of Costs adjd summs

In re M Harris' Settlement In re Harris dec Lang v Cashmore adjd summs

In re Boulanger dec Tannenbaum v Boulanger adjd summs

In re Robert Stacey dec Owen v Wright adjd summs

In re H C Wix dec Wormacott v Grant adjd summs

In re Daniel Brown dec Hollies v Brown adjd summs

In re Beard dec Beard v Maton adjd summs

In re Earl Cathcart dec Cathcart v Cathcart adjd summs

In re Allan dec Maples v Allan adjd summs

In re Coaks dec Sayer v Coaks adjd summs

In re Emma Jane Gilbert dec Rolason v Gilbert adjd summs

In re Etienne Auguste Manget dec Bourne v Webber adjd summs

In re Knott dec Carlyon Britton v Knott adjd summs

Clark v Benson adjd summs (and fur con No 1)

Avis v Basham adjd summs

In re John Storey a Solr and In re taxation of costs adjd summs

Higgs v Salter adjd summs

In re Stubble's Settlement Bang v Lake adjd summs

In re R F Shields dec Corbould-Ellis v Dale adjd summs

Townend v McVittie adjd summs

In re Codd's Settlement Trusts Codd v Kidson adjd summs

In re Maria Daniel dec Jones v Williams adjd summs

Price v The Standard Tube Co ld adjd summs

In re Joseph Pyke dec Birnstingl v Birnstingl adjd summs

In re Hugh Wright dec Wright v Wright adjd summs

Before Mr. Justice NEVILLE.

Retained Matters.
Witness Actions.

Allen v Allen act

Tan Lo Heong v Hawkins act and counterclaim

Bean v Lloyd's Bank act

Cholmondeley v James act

In re Shuttlewood dec Shuttlewood v Hefford adjd summs with witnesses

Dade v Richards act and m f j James Buchanan & Co lt v Baker & Co act

In re James Smith dec In re T B Smith dec Woodhouse v Smith act

Further Considerations.

In re East Sussex Gas Light Coke & Water Co Perkins v The Company fur con

In re William Coster dec Coster v Moody fur con (s o)

In re Thomas Poulter dec Poulter v Poulter fur con (Joyce J) Edwards v Poulter act (to be in List Jan 24)

In re Clay Foskett v Clay fur con

In re Anne Robson dec Macfarlane v Robson fur con

Causes for Trial without Witnesses and Adjourned Summonses.

In re Williams Williams v Williams adjd summs (restored)

In re Lovett dec Lovett v Lovett adjd summs

In re Etheridge dec Etheridge v Turnham adjd summs

In re Mann Ford v Ward adjd summs

In re Van Hirsch's Settlement Davies v Sanders adjd summs (restored)

In re Gilham dec Gow v Peek adjd summs

In re Taylor Tuke v Matthews adjd summs

In re Draper's Estate Dawson v Adams adjd summs

In re Jenkins dec Whitehead v Jenkins adjd summs

In re James Holmden dec Holmden v Goodwin adjd summs

In re Drayton dec Francis v Drayton adjd summs

In re Mallaby Armour v Mallaby adjd summs

In re Drew Ludlam v Dunn adjd summs

In re Robinson dec Atherton v Robinson adjd summs

In re Mosley Settled Estates and In re Settled Land Acts adjd summs

In re Littledale Roysd v Littledale adjd summs

In re Elliott dec Clifford v Elliott adjd summs

In re Hudson Davies v Lewis adjd summs

In re Willis Willis v Fenwick adjd summs

In re Catton's Estate Beloe v Catton adjd summs

In re Thomas Wilcox Hands v Sainsbury adjd summs

In re Walter Walter, dec Turner v Walter adjd summs

In re Henry Weeks, dec Weeks v Weeks adjd summs

In re Scoones Scoones v Scoones adjd summs

Taylor v Yielding adjd summs

In re Crichton's Settlement Sweetnam v Batty adjd summs

In re The Ayrshire Gold Mine ld Porter v The Company adjd summs

In re Geo Walton, dec Walker v Loveridge adjd summs

In re E A G S Peters, dec Peters v Edwards adjd summs

In re Petty, dec Petty v Thornton adjd summs

In re Lobb & Hewer's Contract and In re The Vendor and Purchaser Act, 1874 adjd summs

In re Owen Slater v Owen adjd summs

In re Dickson, dec Dickson v Dickson adjd summs

In re Wm Woodrow and Edith Woodrow and In re The Married Women's Property Act, 1882 adjd summs

In re J. Davies' Trusts Davies v Lewis adjd summs

In re William Weir, dec Weir v Crowder adjd summs

In re The Poplar Hospital Trust Royal Exchange Assee v Attorney-Gen adjd summs

In re Mouchel, dec Thomson v Poupeville adjd summs

In re Uwin's Trusts Elphicke v Uwin adjd summs

Jerome v Lingard motn for judgt (short)

In re John Dixon, dec Dixon v Dixon adjd summs

In re Eccles Plummer v Hardie adjd summs

In re Pigon's Settlement Claremont v Pigon adjd summs

In re The Automobile de Luxe ld Baxter v The Company motn for judgt (short)

In re Gow's Settlement Aston v Boyes adjd summs

In re King's Settlement Trusts King v Sloper adjd summs

In re T J Freme, dec Samuel v Freme adjd summs

Pocock v Carter adjd summs

In re Von Bissing's Settlement Ridsdale v Von Bissing adjd summs

Attorney-Gen v Northumberland m f j (short)

**Companies (Winding Up) and
Chancery Division.
Companies (Winding Up).
Petitions.**

Gloria Copper Mines (Spain) Id (petn of C B Toller—ordered on April 11, 1911, to stand over generally)
Camden Brewery Co Id (petn of Turner Bryne & Co). Same (petn of S J Garrett & Co—s o from July 25, 1911, to Jan 23, 1912)
Samuel Allsopp & Sons Id (petn of C H Belsey—s o from Nov 14, 1911, to Jan 23, 1912)
Ind, Coope & Co Id (petn of C Spalding) Same (petn of H G Da Costa) Same (petn of Shutters, Chippendale & Colyers Id—s o from Dec 5, 1911, to Jan 23, 1912)
Rio Claro Sao Paulo Ry Co Id (petn of B Byrne—s o from Dec 5, 1911, to Jan 23, 1912)
Safety Bioscope Supplies Co Id (petn of Selig Polyscope Co—s o from Dec 12, 1911, to Jan 16, 1912)
International Development Corp (British Columbia) Id (petn of Armstrong & Co—s o from Dec 19, 1911, to Jan 16, 1912)
British Cork Asphalt Id (petn of Braham Patterson & Benham Id)
Tchita Nertchinsk Co Id (petn of the Company)
Davis Electrical Co Id (petn of James McDougall Id)
Belvedere Printing and Publishing Co Id (petn of F Adams and anr)
Howellite Burners Id (petn of L Adams)
W Foskett Id (petn of A J Garrett)
British Cork Asphalt Id (petn of Phoenix Engineering Co Id)
Rosherville Pier and Steam Packet Co Id (petn of C Giddy)
Rubber Produce Agency Id (petn of Kennaway Neame & Co)
Kent Outcrop Coal Syndicate Id (petn of W T Fremlin and ors)
Rome International Amusement and Construction Co Id (petn of W E Best)
Mining Exploration Co Id (petn of W F White and ors)
Thurlby's Id (petn of the Company)
The Bark Timber Balata and Produce Co Id (petn of P B Adler)
British Burma Rubber Plantations Id (petn of A Russell)
Crystal Palace Ride Co Id (petn of British Wagon and Carriage Works Co Id)
Securities Exchange Id (petn of G Meyer)

Chancery Division.

Petition to sanction Scheme of Arrangement).
Monitor and Ajax Traction Id (petn of A G Sellow and ors—ordered on October 24, 1911, to stand over generally—to be mentioned)
Petition (to confirm alteration to Memo of Association).
Plymouth Promenade Pier and Pavilion Co Id
Companies (Winding Up) and Chancery Division.
Court Summonses.
Progressive Asce Co Id (as to payment of life claim—ordered on Feb 1, 1910, to stand over generally)

Brown and ors v British Natural Premium Life Assoc Id and ors (on construction of trusts—ordered on Jan 24, 1911, to stand over generally)
Egyptian Estates Id (for removal of "saisies" on debts—ordered on March 7, 1911, to stand over generally)
McIntosh Emmett & Co Id (to vary list—with witnesses—s o from Dec 19, 1911, to Jan 16, 1912)
Law Car and General Insc Corp Id (for balance order—s o from Dec 19, 1911, to Jan 16, 1912)
Law Guarantee Trust and Accident Soc Id (for declaration and other relief)
Patriotic Investment Corp Id (on claim of Carment)
Same (for leave to cross-examine)
J Francis & Co Id (on claim of Wingfield—with witnesses)
Tooley & Co Id (misfeasance)

Before Mr. Justice PARKER.
Motion (by order).
Lefever v Lefever

Cause for Trial (with Witnesses).
Reeves & Sons Id v Boots Cash Chemists (Lancashire) Id act

Retained by Order.
Motions (with Witnesses).
French Bank of London Id v Fenner & anr motion
Gleboff & ors v Dickinson motion

Cause for Trial (with Witnesses).
Oceanic Steam Navigation Co Id v United States Express Co act pt hd (s o generally)

Adjourned Summonses.
In re Orphan Working School & Alexandra Orphanage and the State of San Paulo (Brazil) Pure Coffee Co Id In re Vendor & Purchaser Act, 1874 adjd sumns pt hd (s o generally)
In re The London Electric Treatment Institute Mellersh v The Institute adjd sumns
In re G Corner dec In re Pyman's Settlement Lawson v Colthurst adjd sumns pt hd (s o generally)
In re Charles Warman dec Moss v Warman adjd sumns
In re James M Tinline dec Elder v Tinline adjd sumns
In re Avenon's Charity Attorney-Gen v Pelly adjd sumns
In re Massey-Mainwaring dec Blair v Mainwaring & ors adjd sumns

Causes for Trial (with Witnesses).
The London & Provincial Asce Co Id v Stewart and anr act and counterclaim (by order) (s o generally)
Mendelssohn v Traies & Son act (s o pending settlement)
Webb v Webb act and m f j
In re M S Cooper dec Reeder v Curtis and ors act (s o until further order)

The Electric & Ordnance Accessories Co Id v Hancock act and counterclaim (s o)
Bax v Liberty & Co act
In re Kenrick & Jefferson's Patent No 6629 of 1903 petn for revocation (s o for amendment of specification)
Bointon v Iles act and counterclaim
Henderson v Hassan act
The Bowring Petroleum Co v The Commercial Union Asce Co Id act
Pitman v Brooke Hitching and anr act

Attorney-Gen v Horner act (s o not before Feb 5)
Abbott v Williams & Bedsworth Id and ors act
In re Robert Stephenson & Co Id Poole v The Company adjd sumns (with witnesses) (s o until further order)
Von Taysen v Baer-Ellissen & Co act
Baer-Ellissen & Co v Von Taysen act (consolidated by order)
Barks v Schmitter act and counterclaim
Priestman v Berry act
Bennett v London Joint Stock Bank Id act (s o not before Jan 24)
Dotesio v Biss act
Malcolmsen and anr v The Tangkah Rubber Estates Id and ors act
Slack v Claytor act
Stiles v Evans act
Musto v Musto act
Baroness de Pallandt v Gresham Insc Soc act
Council and ors v Liddle and ors act

Before Mr. Justice EVE.
Retained by Order.
Causes for Trial (with Witnesses).
Attorney-Gen v Mayor & C of Sheffield act
Short Bros Id v Wearmouth Coal Co Id Wearmouth Coal Co v Webster third party issue
Jowett v National Standard Life Asce Corp Id act and counterclaim

Further Consideration.
In re Salmen dec Salmen v Bernstein fur con

Causes for Trial without Witnesses, and Adjourned Summonses.
In re Salvin Worsley v Marshall adjd sumns
In re Walton Turner dec Brooks-bank v Turner two procedure summonses
Ashburton v de la Warr two adjd notices
In re Crowley's Trust Crowley v Eckenstein adjd sumns
In re Smokem dec Buchanan v Wilson adjd sumns
In re Fraser dec Caddick v Macdonald adjd sumns
In re Hill & Wood's Contract and In re Vendor and Purchaser Act, 1874 adjd sumns
Halliday v Barclay adjd sumns
Cartland v Houston adjd notice
In re Halston dec Ewen v Halston adjd sumns
In re Petch dec Wilcockson v Weller adjd sumns
In re an Application for Registration of a Trade Mark by the Community of the City of

Karlsbad and In re Trade Marks Act 1905 motion
In re Alderson Mellersh v Hoare adjd sumns
In re G Pilling's Trusts Pilling v Pilling adjd sumns
In re Bligh dec Bligh v Gengoult adjd sumns
London County & Westminster Bank v The Trustees of the Property of James Platt a bankrupt adjd sumns
Scott v Scott adjd sumns
In re George Hampton dec Belingham v Williams adjd sumns
In re Southwell dec Carter v Hungerford adjd sumns
In re Palaret dec Palaret v Palaret adjd sumns
In re C L Cottons' Trusts Cottons infants v Ely adjd sumns
In re Wycherley dec Laming v Langlands adjd sumns
In re Edwin Crawshaw's Trust Crawshaw v Crawshaw adjd sumns
In re Campbell dec Cook v Campbell two adjd notices
In re W T Elgar dec In re Kidd's Settlement In re Jucke's Settlement Andrus v Kidd adjd sumns
Russell v Sykes act
In re John Brinsmead & Sons' Contract Sir Herbert Marshall & Sons v John Brinsmead & Sons adjd sumns
In re The Trade Marks Act 1905 and In re the Application by Mapleton's Nut Food Co Id motion
Roneo Id v The Duplicatink & Chemical Co. motn for judgt (short)
In re Shadrack Speak dec Speak v Speak adjd sumns
In re A E Angier dec Angier v Angier adjd sumns
In re Hume dec Public Trustee v Mabey adjd sumns
In re L L Howell dec In re L M Davis dec Meates v Abell two adjd notices
Bonner v Gill motn for judgt
In re Warwick dec Warwick v Chrisp adjd sumns
In re British Consolidated Oil Corp Id Howell v The Company motn for judgt (short)
Fish v Barker motn for judgt (short)
Sheard v Dickeson act
Barnes v Ratcliffe adjd sumns
Searle v Sanford adjd sumns
In re Edward Atkinson dec James v Lobb adjd sumns
In re McGarel dec Kinnaird v Bevan adjd sumns
In re Edward Pink dec Pink v Pink adjd sumns
In re Barnes dec Christie v Forrester adjd sumns

High Court of Justice—King's Bench Division.

MASTERS IN CHAMBERS, 1912.

A to F—Mondays, Wednesdays, Fridays, Master Bonner; Tuesdays, Thursdays, Saturdays, Master MacDonell.
G to N—Mondays, Wednesdays, Fridays, Master Chitty; Tuesdays, Thursdays, Saturdays, Master Day.
O to Z—Mondays, Wednesdays, Fridays, Master Archibald; Tuesdays, Thursdays, Saturdays, Master Wilberforce.

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Monday, Master Wilberforce; Tuesday, Master Chitty; Wednesday, Master MacDonell; Thursday, Master Bonner; Friday, Master Day; Saturday, Master Archibald.

The Property Mart.

Result of Sale.

REVERSIONS, LIFE INTERESTS, POLICIES, &c.

Messrs. H. E. FORTER & CRAWFIELD held their usual Fortnightly Sale of these interests, at the Mart, on Thursday last, when the following LAs were sold at the prices mentioned, making a total of £1,243:-

The ABSOLUTE REVERSION to £1,059	Sold £230
The REVERSION to £1,400	" £230
£1,400	" £230
ENDOWMENT POLICY OF ASSURANCE for £800, fully paid	" £445
ROBERT ARTHUR THEATRE CO., LTD. One 5 per cent. First	
Mo. Mortgage Debenture of £100	" £78

Winding-up Notices.

London Gazette.—FRIDAY, Dec. 29.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

H. SMITHURST VENTILATING AND ENGINEERING CO., LTD.—Creditors are required, on or before Feb. 1, to send their names and addresses, and the particulars of their debts or claims, to John Berry, 27, Union st., Oldham. Ascroft & Co., Oldham, solers for the liquidator.

HOWELLIER BURNERS, LTD.—Petn for winding-up, presented Dec 9 directed to be heard Jan 16. Southgate & Co., 18 and 19, Ironmonger ln, solers. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Jan 15.

INTERNATIONAL NIPPLING MACHINE CO., LTD.—Creditors are required, on or before Jan 30, to send their names and addresses, and the particulars of their debts or claims, to Clement Thomas, Craven House, Kingsway, liquidator.

ISAAC NEWTON GRUNDY, LTD.—Creditors are required, on or before Feb 2, to send their names and addresses, and the particulars of their debts or claims, to William Bolton, 13, Spring gdns, Manchester. Lawson & Co., Manchester, solers to the liquidators.

MINING EXPLORATION CO., LTD.—Petn for winding up, presented Dec 19, directed to be heard Jan 16. Sparks & Russell, 32, Walbrook. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Jan 15.

SECURITIES EXCHANGE, LTD.—Petn for winding up, presented Dec 22, directed to be heard Jan 10. Hall & Son, 61, West Smithfield, solers for the petn. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Jan 15.

London Gazette.—TUESDAY, Jan 2.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ALBION GLASS WORKS, LTD.—Creditors are required, on or before Jan 20, to send their names and addresses, and the particulars of their debts or claims, to Walter Frederick Keeling, 75, Alexandra rd, Hornsey, liquidator.

ALLIED CO., LTD.—Creditors are required, on or before Feb 15, to send their names and addresses, and the particulars of their debts or claims, to Charles Lee Nichols, 1, Queen Victoria st. Dawes & Sons, Birchln ln, solers to the liquidator.

CHANDLER'S WILTSHIRE BREWERY, LTD.—Creditors are required, on or before Feb 17, to send their names and addresses, and the particulars of their debts or claims, to Edward Cecil Moore, 3, Crosby sq. Bishopsgate. Mason, Eldon st, Finsbury, soler

DIPLOMA PLAY SYNDICATE, LTD.—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to John Edward Myers, Trafalgar bldgs, Northumberland av, liquidator

F. W. MILDREN, LTD.—Creditors are required, on or before Feb 3, to send their names and addresses, and the particulars of their debts or claims, to George Bennett Nancarrow, Royal Exchange, Middlesbrough. Panch & Robson, Middlesbrough, solers for the liquidator.

BIRCH SYNDICATE, LTD (IN VOLUNTARY LIQUIDATION).—Creditors are required on or before Jan 23, to send their names and addresses, and the particulars of their debts or claims, to Henry Richards, 441, Salisbury House. Spyer & Sons, Austin Friars, solers for the liquidator.

IRWIN STEAMSHIP CO., LTD.—Creditors are required, on or before Feb 10, to send their names and addresses, and the particulars of their debts or claims, to Walter Hunter, Central chmbrs, Newport, Mon, liquidator.

J. G. SMITH AND CO., LTD.—Creditors are required, on or before Feb 1, to send their names and addresses, and the particulars of their debts or claims, to George Holland Turner, Arcade chmbrs, Wigan. Wilson & Bullough, Wigan, solers for the liquidator.

PETER HABLE LTD.—Petition for winding up, presented Dec 21, directed to be heard at the County Court, John st, Sunderland, Jan 25 at 10. Septimus G. Ward, 61, Westgate rd, Newcastle upon Tyne, soler for the Company. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Jan 24.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, Dec. 29.

HATEFIELD & CO., LTD.
L. C. E. KING & CO., LTD.
AFRICAN TRANSOCONTINENTAL TELEGRAPH CO., LTD.
INTERNATIONAL NIPPLING MACHINE CO., LTD.
WHITE, MILLER & CO., LTD.
MARULAND TRADING ASSOCIATION, LTD.
ISAAC NEWTON GRUNDY, LTD.
ADAMANT AND ASPHALTE, LTD.
CHILIAN SYNDICATE, LTD.
RUBBER AND OIL ACQUISITIONS, LTD.
WALTER BURTON, LTD.
NEWTON ABBOTT, IFFLEY AND TOTNES MOTOR BUS CO., LTD.
SEN STEAMSHIP CO., LTD.

London Gazette.—TUESDAY, Jan. 2.

T. CLEMMONS & CO., LTD.
SOUTHA STEAMSHIP CO., LTD.
JOHN VOLSTENHOLME & SONS, LTD.
J. AND G. HAYWOOD, LTD.
IRWIN STEAMSHIP CO., LTD.
BAHIA DIAMOND SYNDICATE, LTD.
VAAL HART RIVERS DIAMOND PROSPECTING SYNDICATE, LTD.
ALFRED HIBBERT & CO., LTD.
SEANDRING & DALTON, LTD.

T. A. CLARKE, LTD.
DRAMATIC SYNDICATE, LTD.
COAST PROVIDING CO., LTD.
WORLD'S GRAPHIC PRESS, LTD.
RIG DE JAMERO LIGHTERAGE CO., LTD.
RE-UNION MAGAZINE LTD.
NOTTINGHAM "FREE CHURCH RECORD" Co, LTD.
ORION MINES, LTD. (Reconstruction).
BOHM LENS LAMP CO., LTD.
B. N. C., LTD.
DOMINION LAND LOAN AND MERCANTILE AGENCY, LTD.
PETER BIRKS & CO. LTD.
DUNSTON FERRY CO (1906), LTD.
PHONO-AD, LTD.
LONDON EVENING NEWSPAPER CO., LTD.
CONSOLIDATED PETROLEUM CO., LTD.
RIALTO, LTD. (Reconstruction).
NONPAREIL PLANTATION CO., LTD.

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Dec. 22.

MILLER, SAMUEL JOSEPH, Jermyn st, Westminster, Provision Merchant Jan 22 Peter Keovil & Sons, Lim, and Others v Miller and Others, Parker, J Lickfold, London Wall
WILLIAM, LIONEL ARTHUR, Bude, Cornwall Feb 1 Williams v Fowler, Neville, J Fowler, Bedford row

London Gazette.—TUESDAY, Dec. 23.

DAVIS, ROBERT RUSSELL, Albanarle at Jan 24 Samuel Addington & Co v Davis, Swinfin Eady, J Shilton, Tower chmbrs, Moorgate st

London Gazette.—TUESDAY, Jan. 2

WOOD, WILLIAM PARKER, Higher Tranmere, Brkenhead Feb 1 Attorney-General v Treasury Solicitor, Swinfin Eady and N.ville, JJ Solicitor to the Treasury, 276, Royal Courts of Justice, Strand

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Dec. 29.

AINSWORTH, MARY, St Anne's on the Sea Jan 31 Lonsdale, St Anne's on the Sea
BRYANT, ANN FRANCES STANTON, Barnet, Herts Feb 1 Boyes & Son, Barnet
BURTON, EDWARD, Birmingham, Contractor's Manager Feb 12 A & W H Green, Birmingham

CATTELL, JOHN GRIFFITHS, Newmarket Jan 11 Ennion & Ennion, Newmarket
CRAIG, ROBERT, West Hartlepool, Marine Superintendent Jan 30 Turnbull & Tilly, West Hartlepool

ELLIOT ANNIE, Aspatia, Cumberland Jan 10 Snel & Lightfoot, Carlisle
FLETCHER, JOHN, Crews rd, Peckham Mar 1 Williams & Powell, Camberwell New rd

FLETCHER, SARAH, Ashton upon Lyne Jan 31 Hurst & Hewitt, Ashton upon Lyne
GREAVES THOMAS FREDERICK, Allen vale rd, Deumark hill, Camberwell, Builder Mar 1 Williams & Powell, Camberwell New rd

HEIDENREICH, ERNST, Balls Pond rd, Islington Jan 28 Snow & Co, Great St Thomas Apostle

HORSLEY, DAVID, Westbourne gr, Confectioner Feb 8 Nicholls, Lincoln's inn fields
HUGHES, MARGARET JANE, Pengraig, Glam Jan 31 Millward, Peetre

LEGROS, ALPHONSE, Watford, Artist Jan 20 Syer, Fenchurch st
MITCHELL, JAMES, and ANNA HARLEY, Burslem, Staffs Jan 20 Moxon, Hanley

PARRY, MARY, Boughton, Chester Jan 15 Brassey, Chester
PEARSE-THOMPSON, ANNE FLORENCE, Hove, Sussex Jan 31 Abbott & Hudson, Fenchurch st

RHODES, GEORGE, Broughton nr Preston, Farmer Jan 20 Oakey, Preston
VANSITTART, ARTHUR GEORGE, St James st Mar 25 Johnson & Co, New sq, Lincoln's inn

VANSON, CHARLES, Willenborough, Kent Jan 27 Mowll & Mowll, Ashford
YATES, MARY ANN, Cartmel, Lancaster Jan 31 Field & Cunningham, Manchester

London Gazette.—TUESDAY, Jan. 2.

ARLINGTON, CHARLES GAPP, Ryders Wells, nr Lewes Feb 29 Hillman, Lewis
ATKINSON, EDWARD, Lantegios by Fover, Cornwall Feb 3 Kite, Palace chmbrs, Westminster

BANKS, NAOMI RUHAMAN MARY CARTWRIGHT, Bath Jan 30 Perhan & Sons, Bristol
BELLVNE, JOSEPH HAYWARD, Audlem, Chester, Solicitor Feb 5 Bellvne & Smith, Audlem

BIGO, HENRY ROBERT HEATHER, FECS, Wimpole st Feb 12 Lawrence & Co, New sq, Lincoln's inn

BLOO, JAMES, Walsall Jan 30 Duignan, Walsall
BRIDGOT, MARION, Maitland Park, Haverstock Hill Feb 4 Jagger, Birmingham

CARTER, SAMUEL, Sowby, Halifax, Farmer Feb 5 Barstow & Midgley, Halifax
CARTER, SARAH GERTRU E, Cleveon, Somerset Feb 15 Hutchinson, Ripon

DAVIES, WILLIAM COWELL, New sq, Lincoln's inn Feb 8 Ballvies & Co, Berners st
O'BORN, JOHN, Preston, Brewer Jan 22 Cookson, Preston

FARQUHAR, ELIZABETH, Potland pl Feb 14 Sladen & Wing, Queen Anne's gate
FIDGE, WILLIAM GEORGE, Folsau rd, P.u.-y Feb 20 Hale & Evans, Theobalds rd

GIBSON, WILLIAM, Notti gham, Shopkeeper Feb 1 Williams & Co, Nottingham
GRAY, FREDERICK THOMAS, Falmouth Feb 1 Rogers & Co, Victoria st

GREENWOOD, ELLIS, Heptonstall, nr Hebden Bridge, Lorks, Farmer Feb 1 Sager, Todmorden

GROOCCO, SUSAN, Harrogate Feb 5 Middleton & Sons, Leeds
GURNEY, HAROLD, Bushey, Herts Feb 10 Murray & Co, Birchln ln

HARLEY, JANE, Burnley Feb 15 Smith & Smith, Burnley
HEAVEN, JOSEPH ROBERT, Grosvenor sq, Westminster Feb 29 Sanderson & Co, Queen Victoria st

HEPPENSTALL, ANN, Huddersfield Feb 10 Ramadan & Co, Huddersfield
HEPPENSTALL, ENOCH, Huddersfield Feb 10 Ramadan & Co, Huddersfield

HIGSON, JOHN, Llanrwst, Denbigh, Civil Engineer Feb 17 Brett & Co, Manchester

HUGHES, ANNE, Chadderton, Lanc ster Jan 29 Brierley, Oldham

MAUSSELL, Rev CHAS. HENRY, Thorpe Malsor Hall, Northants Jan 23 Knapp-Fisher
& Sons, Buckingham at Westminster
MILLINGTON, JOHN, Worcester Feb 17 March, Worcester
NAYLOR, GRACE, North oswam, Halifax Feb 5 Barstow & Midgley, Halifax
QUINN, GEORGE, Kirkham Jan 20 Gaultier, Kirkham
QUINN, MARGARET, Kirkham Jan 20 Gaultier, Kirkham
SMITH, THOMAS FREDERICK, Lewes, Trainer Feb 29 Hillman, Lewes
STANSFIELD, ALICE, Chadlington Lancas. Jan 30 Lees, Oldham

STANSFIELD, JOSEPH, Oldham Jan 30 Lees, Oldham
STUTTARD, EMMA, Sutton, Surrey Feb 8 Russell & Co, Old Jewry chmbrs
TYLER, CHARLES, Nottingham Feb 18 Wells & Hind, Nottingham
WEAVER, JOSEPH, Devonport Jan 30 Barrett, Plymouth
WILLIAMS, JAMES, Oxford, Barrister at Law Feb 16 Rogers & Birkett, Liverpool
WILSON, WALTER, Ixstone, Oxford, Farmer Feb 1 T & A E Mace, Chipping Norton
OX B
WOODWARD, JOSEPH FREDERICK, Goldney rd, Paddington Feb 14 Pedley & Co, Bush In

Bankruptcy Notices.

London Gazette.—TUESDAY, Dec. 26.

ADJUDICATIONS.

BURTON, R. W. W., Daventry Northampton Pet Oct 18
Ord Dec 18
CHITTES, EDWARD, Great Grimby, Mate of a Steam
Trawler Great Grimby Pet Dec 20 Ord Dec 20
DARIEL, THOMAS JONES, Port Talbot, Glam, Ironmonger,
Neath Pet Dec 16 Ord Dec 22
ELIA, JOHN, Llandaff, Montgomery, Farmer Newtown
Pet Nov 21 Ord Dec 21
GABOAT, JOHN, Northwich, Coal Merchant Nantwich and
Crewe Pet Dec 22 Ord Dec 22
HARCOMB, JAMES, Trawal, Glam, Collier Pontypridd
Pet Dec 21 Ord Dec 21
HARVEY, FRED COOMBS, Poole, Dorset, Wheelwright
Poole Pet Dec 21 Ord Dec 21
HOLLAND, TILDEN, Rainham, Kent, Nurseryman Rochester
Pet Dec 21 Ord Dec 21
LARGE, JAMES HENRY SHEPARD, Orpington, Kent, Farmer
Croydon Pet Dec 7 Ord Dec 21
MOOREY, WILLIAM, Jun, Aberkeng, Glam, Labourer
Cardiff Pet Dec 20 Ord Dec 22
MORTON, JOHN, Baddley, nr Nantwich, Cattle Dealer
Nantwich and Crewe Pet Dec 1 Ord Dec 22
MORGAN, ROLAND, Brighton, Financier Brighton Pet
June 13 Ord Dec 22
OSMERD, WILLIAM, Blackburn, Meat Salesman Blackburn
Pet Dec 21 Ord Dec 21
PALIN, JOHN FOSTER, Ilkeston, Derby, Insurance Co's
Superintendent Derby Pet Nov 15 Ord Dec 21
ROGERS, HERBERT GOSWOLD, Abingdon, Motor Engineer
Oxford Pet Dec 21 Ord Dec 21
SOPPE, ARNOLD JEREMY, Burton Salmon, Yorks, Licensed
Victualler Wakefield Pet Dec 21 Ord Dec 21
STEELE, HUBERT CHARLES, Callington, Cornwall, Licensed
Victualler Plymouth Pet Dec 23 Ord Dec 22
TAYLOR, JOSEPH HARRY, Chester, Boat Builder Chester
Pet Dec 22 Ord Dec 22
WHITE, GEORGE, Boston, Linco, Motor Engineer Boston
Pet Dec 2 Ord Dec 22

Amended Notice substituted for that published in the
London Gazette of Dec 20:
SHALLIS, JOSEPH MORRIS SAUT, Pwllheli, Carnarvon, Fish-
monger Portmadoc Pet Oct 11 Ord Oct 16

London Gazette.—FRIDAY, Dec. 29.

RECEIVING ORDERS.

BOULTER, AARON, L'andegly, Radnor, Postman Leominster
Pet Dec 22 Ord Dec 22
DAWSON, WILLIAM, Blackpool, Lancaster, Builder Preston
Pet Dec 6 Ord Dec 22
HEROCHBERG, MAURICE, Buckley rd, Brondesbury, Picture
Dealer High Court Pet Sept 11 Ord Dec 22
SARISTANT, LOUIS FICHERETTI, Fenchurch st, Merchant
High Court Pet Sept 26 Ord Dec 21
SHEDLER, LAWRENCE CYRIL, HM Prison, Wandsworth
Kingston, Surrey Pet Nov 20 Ord Dec 22
TAUGOTT, HERBERT LLOYD, Darnley rd, Hackney, Surgical
Instrument Manufacturer High Court Pet Nov 22
Ord Dec 21
WHYTE, HARMAN GEORGE, Cleveland mans, Elgin av High
Court Pet Nov 20 Ord Dec 21
YEO, ALFRED BURNARD, Vauxhall Station High Court
Pet Oct 31 Ord Dec 21

FIRST MEETINGS.

ANDERSON, JOHN WILLIAM, and ALFRED JAMES ANDERSON,
Middlesbrough, Mattress Makers Jan 9 at 11.30 Off
Rec, Court chmbrs, Albert rd, Middlesbrough
BARCROFT, ANDREW WILLIAM, Lytham, Lancashire Jan 3
at 11 Off Rec, 15, Winckley st, Preston
BRYCE, GEORGE, Farnham, Surrey, Coal Merchant Jan 8
at 11.30 152, York rd, Westminster Bridge rd

DE JOTEMPS, COMTE P. Lowndes st, Lowndes sq Jan 9 at
12 Bankruptcy bldgs, Carey st
DENT, JAMES CHARLES, North Ormesby, Yorks, Butcher's
Assistant Jan 9 at 11.45 Off Rec, Court chmbrs,
Albert rd, Middlesbrough
GREGORY, JOHN, Northwich, Chester, Coal Merchant
Jan 9 at 12 Off Rec, King st, Newcastle, Staffs
GURNEY, WILLIAM JOHN, Nantglo, Mon, Grocer Jan 6
at 11 Off Rec, 144, Commercial st, Newport, Mon
HASTINGS, A. G., Portland rd, Notting Hill, Financial
Agent Jan 8 at 1 Bankruptcy bldgs, Carey st
HEROCHBERG, MAURICE, Buckley rd, Brondesbury, Picture
Dealer Jan 9 at 11 Bankruptcy bldgs, Carey st
HILSON, RICHARD WILLIAM BOWERY, Bugle, St Austell,
Cornwall Mine Proprietor Jan 6 at 10.30 Off Rec,
12, Prince's st, Turo
HOWELL, JAMES STOKES, Hereford, Cycle Engineer Jan 6
at 12.30 2, Offa st, Hereford
IZOD, HERBERT WILLIAM, Denman st, Engineer Jan 8 at
12 Bankruptcy bldgs, Carey st
LARE, ALFRED CHARLES, Newbury, Jobmaster Jan 6 at
12 1, St Aldate's, Oxford
MORTON, JOHN, Baddley, nr Nantwich, Cattle Dealer,
Jan 8 at 12 Off Rec, King st, Newcastle, Staffs
NICHOLLS, WALTER JOHN, Great Yarmouth, Fishing Boat
Owner Jan 6 at 12.30 Off Rec, 8, King st Norwich
OSMERD, WILLIAM, Blackburn, Meat Salesman Jan 8 at
11 Off Rec, 13, Winckley st, Preston
ROWE & WRIGHT, Portsmouth, Builders Jan 8 at 3 Off
Rec, Cambridge junc, High st, Portsmouth
SARISTANT, LOUIS FICHERETTI, Fenchurch st, Merchant
Jan 9 at 11 Bankruptcy bldgs, Carey st
TAYLOR, JOSEPH HARRY, Chester, Boat Builder Jan 8 at
12 Crypt chmbrs, Chester
TAUGOTT, HERBERT LLOYD, Darnley rd, Hackney,
Surgical Instrument Manufacturer Jan 10 at 11
Bankruptcy bldgs, Carey st
WATSON, W. J. O'DONNELL, Bury St Edmunds Jan 10 at
2.15 Off Rec, 36, Prince's st, Ipswich
WHYTE, HARMAN GEORGE, Cleveland mans, Elgin av
Jan 9 at 1 Bankruptcy bldgs, Carey st
YEO, ALFRED BURNARD, Vauxhall Station Jan 9 at 12
Bankruptcy bldgs, Carey st

ADJUDICATIONS.

BOULTER, AARON, L'andegly, Radnor, Postman Leominster
Pet Dec 22 Ord Dec 22
HOLDING, DANIEL, Abegavenny, Mon, Licensed Victualler
Tredgar Pet Dec 4 Ord Dec 23
KNIGHT-REVEL, JOHN, Stoke under Ham, Somerset Yeovil
Pet Nov 14 Ord Dec 22
NACCI, DOMENICO, Wisteria rd, Lewisham, Biscuit Maker
Greenwich Pet Nov 28 Ord Dec 24
STEINBERG, BENJAMIN, Colvestone cres, Dalston, Cabinet
Maker High Court Pet Oct 30 Ord Dec 22
WAX, NORMAN BARNISTER, Sunderland, Solicitor Sunderland
Pet Dec 4 Ord Dec 22
WYAND, EDWARD HERBERT, Lexham gins, Kensington
Dentist High Court Pet Aug 16 Ord Dec 21
YEO, ALFRED BURNARD, Vauxhall Station High Court
Pet Oct 31 Ord Dec 23

London Gazette.—TUESDAY, Jan. 2.

RECEIVING ORDERS.

ANDREW, GEORGE, Matley, nr Hyde, Chester, Farmer
Ashton under Lyne Pet Dec 29 Ord Dec 29
ASHER, WILLIAM, Cropwell Bishop, Nott, Grocer
Nottingham Pet Dec 29 Ord Dec 29
BAUGHMAN, BYRON, Great Grimby, Painter Great
Grimby Pet Dec 29 Ord Dec 29
CAMPS, HERBERT JOHN THOMAS, Scarborough, Greengrocer
Scarborough Pet Dec 29 Ord Dec 29
COE, JOHN, Ipswich, Yeast Merchant Ipswich Pet Dec
30 Ord Dec 30
CROWTHER, THOMAS, York, Plumber York Pet Dec 29
Ord Dec 29
DARBY, ARTHUR, Hartgate, Watch Repairer York Pet
Dec 29 Ord Dec 29

DAVIDSON, THOMAS EDWARD, Jun, Sunderland, Wharfinger
Sunderland Pet Dec 14 Ord Dec 29
DUC, HENRI SAMUEL, Edgware rd, Edgware St Albans
Pet Dec 29 Ord Dec 29
EVANS, WILLIAM GEORGE, Jun, Walsall, Grocer Walsall
Pet Dec 29 Ord Dec 29
GATES, HENRY BARNETT, Hove, Sussex, Motor Engineer
Brighton Pet Dec 29 Ord Dec 29
HAMBLING, WILLIAM GEORGE ATTREAVE, Reading, Archi-
tecture Reading Pet Dec 16 Ord Dec 30
HUMPHREY, CHARLES THOMAS, Green lanes, Stoke New-
ington, Builder High Court Pet Dec 29 Ord Dec 29
JACKSON, DAVID, Birmingham, Auctioneer Birmingham
Pet Dec 13 Ord Dec 29
JARVIS, CHARLES WARREN, Hound, Southampton, Baker
Southampton Pet Dec 29 Ord Dec 29
JOHN, DAVID ISAAC, Rhydfelion, nr Pontypridd, Oil Mer-
chant Pontypridd Pet Dec 29 Ord Dec 29
MATTHEWS, N. H., Lytham, Lancs Solicitor Preston Pet
Dec 4 Ord Dec 29
MAYMAN, JAMES EDWARD, Batley, Yorks, Carter Dewa-
bury Pet Dec 29 Ord Dec 29
MILLER, HARRY GALE, Brighton, Restaurant Proprietor
Brighton Pet Dec 30 Ord Dec 30
MILNER, THOMAS CHARLES, South Hytton, Durham,
Butcher, Sunderland Pet Dec 29 Ord Dec 29
O'BRIEN, JESSIE, Castleford, Yorks Wakefield Pet Dec
14 Ord Dec 29
OPEARD, JOHN, Woodbridge, Suffolk, Dairyman Ipswich
Pet Dec 24 Ord Dec 24
PEARCE, NATHANIEL, St Blaise, Cornwall, Builder Turo
Pet Dec 23 Ord Dec 23
PERKINS, JOHN, Tr hebert, Glam, Collier Pontypridd
Pet Dec 29 Ord Dec 29
SCOTT, GEORGE HENRY, Sunderland, Builder Sunderland
Pet Nov 30 Ord Dec 29
STEELE, OTHO FREDERICK WILLIAM, Letchworth, Herts,
Motor Engineer Colchester Pet Dec 29 Ord Dec 29
WARD, CHARLES WILSON, Grove pk, Denmark Hill,
Builder High Court Pet Nov 30 Ord Dec 28
WILES, EDGAR, Brind, nr Howden, Yorks, Hay Cutter
Kingston upon Hull Pet Dec 9 Ord Dec 29
WILKINSON, ANNIE LOUISA, Nottingham, Grocer Not-
tingham Pet Dec 29 Ord Dec 29
WOOD, NICHOLAS JARVIS, Chichester Brighton Pet
Dec 1 Ord Dec 20

Amended notice substituted for that published in the
London Gazette of Dec 26:

CUMMING, JAMES WATKIN, Eccles, Lancs, Solicitors
Clerk Salford Pet Dec 11 Ord Dec 21

FIRST MEETINGS.

BATLEY, CHARLES FREDERICK, Marsate, Hotel Proprietor
Jan 10 at 11.15 Off Rec, 18A, Castle st, Canterbury
BRETT, WILLIAM, Leagrave, Bedford, Commis sion Agent
Jan 11 at 12 Off Rec, The Parade, Northampton
CAMPS, HERBERT JOHN THOMAS, Scarborough, Greengrocer
Jan 10 at 4 Off Rec, 48, Westborough, Scarborough
CHAMBERLAIN, ARTHUR EDWIN, Workshop, Grocer Jan 12
at 12 Off Rec, Vignette In, Sheffield
CHAMBERLAIN, FRANK PECK, Watford, Herts, Newsagent
Jan 10 at 3 Off Rec, 14, Bedford row
CHENNEL, ALFRED PHILIP TALMAKE, Park Town, Oxford,
Riding Master Jan 10 at 12 1, St Aldate's, Oxford
CRICKETT, ARTHUR M., Southwick, Sussex Jan 11 at 11
Off Rec, 12A Marlborough pl, Brighton
CRITTEN, EDWARD, Great Grimby, Mate of a Steam
Trawler Jan 10 at 11 Off Rec, St Mary's chmbrs
Great Grimby
CROWTHER, THOMAS, York, Plumber Jan 12 at 12 Off
Rec, The Red House, Duncombe pl, York
CUMMING, JAMES WATKIN, Eccles, Lancs, Solicitors'
Clerk Jan 10 at 3 Off Rec, Byrom st, Manchester
DARBY, ARTHUR, Hartgate, Watch Repairer Jan 12 at
2.30 Off Rec, The Red House, Duncombe pl, York
DAWSON, WILLIAM, Blackpool, Builder Jan 11 at 11 Off
Rec, 13, Winckley st, Preston

THE LICENSEES' INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED.

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Suitable Insurance Clauses for inserting in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.

The Corporation has extended its operations, and, in addition to Licenses Insurance, now covers risks in connection with:—Fire, Consequential Loss, Burglary, Workmen's Compensation, Fidelity Guarantees, Third Party, etc., under a perfected Mutual system.

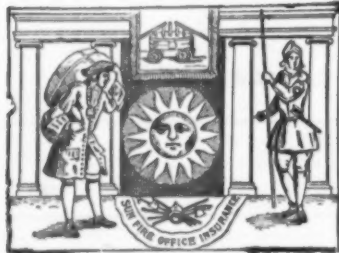
APPLY FOR PROSPECTUS.

DOUGLAS, W COBB, Church End, Finchley, Manufacturers Agent Jan 10 at 12 Off Rec, 14, Bedford row
 EVANS, WILLIAM GEORGE, son, Walsall, Grocer Jan 11 at 12 Off Rec, Wolverhampton
 GATES, HENRY BARNETT, Hove, Sussex, Motor Engineer Jan 11 at 12 Off Rec 12A, Marlborough pl, Brighton
 GREGORY, HERBERT ROBERT, Snelton hill, Nottingham Baker Jan 10 at 13 Off Rec, 5, Pettycurry, Cambridge
 HART, ERNEST W, Windsor Jan 12 at 3 Off Rec, 14, Bedford row
 HARVEY, ARTHUR EDWIN, Birmingham, Baker Jan 10 at 11.30 Ruskin chambers, 191, Corporation st, Birmingham
 HAWKINS, WILLIAM SIDNEY, Falmouth, Devon, Journeyman Joiner Jan 12 at 3.15 7, Buckland ter, Plymouth
 HOLDING, DANIEL, Abergavenny, Mon, Licensed Victualler Jan 10 at 11.30 Nevill Rooms, Nevill st, Abergavenny
 HOLLANDS, TILDER, Rainham, Kent, Nurseryman Jan 10 at 3.15, High st, Rochester
 HUDSON, JOHN CLARK, Thornton by Horncastle, Lincs Jan 11 at 12 Off Rec, 10, Bank st, Lincoln
 HUMPHREY, CHARLES THOMAS, Green lanes, Stoke Newington, Builder Jan 10 at 11 Bankruptcy bldg, Carey st
 JACKSON, DAVID, Birmingham, Auctioneer Jan 10 at 12 Ruskin chambers, 191, Corporation st, Birmingham
 JARVIS, CHARLES WARNE, Hound, Southampton, Foker Jan 10 at 11 Off Rec, Midland Bank chambers, High st, Southampton
 JOHN, DAVID ISAAC, Rhydfelen, nr Pontypridd, Oil Merchant Jan 12 at 11.30 St Catherine's chambers, St Catherine's st, Pontypridd
 LAWS, FREDERICK JOSEPH, Framlingham, Suffolk, Grocer Jan 11 at 2.15 Off Rec, 30, Princess st, Ipswich
 MOLONEY, WILLIAM, Jun, Abernethy, Glam, Labourer Jan 10 at 12 117, 24 Mary st, Cardiff
 PERKINS, JOHN, Treherbert, Glam, Collier Jan 12 at 11.15 St Catherine's chambers, St Catherine's st, Pontypridd
 ROGERS, HERBERT GEORGE, Abingdon, Berks, Motor Engineer Jan 11 at 12 1, 86 Aldate's, Oxford
 SNAITH, GEORGE, North Shields, Fish Merchant Jan 10 at 11 Off Rec, 30, Mosley st, Newcastle upon Tyne
 SOFFEY, ANNER JENNY, Burton Salmon, York, Licensed Victualler Jan 10 at 11 Off Rec, 21, King st, Wakefield
 SPINDLER, LAWRENCE CYRIL, His Majesty's Prison, Wandsworth Jan 11 at 11 132, York-rd, Westminster Bridge rd
 STEER, HUBERT CHARLES, Callington, Cornwall, Licensed Victualler Jan 12 at 3.45 7, Buckland ter, Plymouth
 THEAKER, GEORGE, Nottingham, Grocer Jan 10 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
 THURMAN, SAMUEL, Bedford, Draper Jan 11 at 12.30 Off Rec, 10, Bank st, Lincoln
 WARD, CHARLES WILSON, Grove pk, Denmark Hill, builder Jan 10 at 12 Bankruptcy bldg, Carey st
 WILES, EDGAR, Brind, nr Howden, Yorks, Hay Cutter Jan 12 at 11.30 Off Rec, York City Bank chambers, Lowgate, Hull
 WILLIAMSON, ARTHUR, Molesey Park, Surrey Jan 10 at 11 132, York rd, Westminster Bridge rd
 WOOD, NICHOLAS JERVIS, Chichester Jan 11 at 11.30 Off Rec, 12A, Marlborough pl, Brighton

ADJUDICATIONS.

ANDREW, GEORGE, Matley, nr Chester, Farmer Ashton under Lyne Pet Dec 29 Ord Dec 29
 ASHER, WILLIAM, Cropwell Bishop, Notts, Grocer Nottingham Pet Dec 29 Ord Dec 29
 BAUCKHAM, BYRON, Great Grimby, Painter Great Grimby Pet Dec 29 Ord Dec 29
 BRYCE, GEORGE, Farnham, Surrey, Coal Merchant Guildford Pet Dec 29 Ord Dec 29
 CAMPS, HERBERT JOHN THOMAS, Scarborough, Green-grocer Scarborough Pet Dec 29 Ord Dec 29
 COB, JOHN, Ipswich, Yeast Merchant Ipswich Pet Dec 29 Ord Dec 30
 CROWTHER, THOMAS, York, Plumber York Pet Dec 29 Ord Dec 29
 CUMMING, JAMES WATKIN, Eccles, Lancs, Solicitor's Clerk Salford Pet Dec 11 Ord Dec 29
 DADDY, ARTHUR, Hargrave, Watch Repairer York Pet Dec 29 Ord Dec 29
 DAVIDSON, THOMAS EDWARD (Junior), Sunderland, Wharfedale Sunderland Pet Dec 14 Ord Dec 30
 DUG, HENRI SAMUEL, Edgware rd, Edgware St Albans Pet Dec 29 Ord Dec 29
 DUNCAN, GEORGE STEELE, Church End, Finchley, Printers Engineer High Court Pet Dec 12 Ord Dec 29

202nd Year of the Office.



Copied from Policy dated 1888.

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FIRE DAMAGE.

RESULTANT LOSS OF RENT AND PROFITS.
 EMPLOYERS' LIABILITY and PERSONAL ACCIDENT,
 WORKMEN'S COMPENSATION, SICKNESS and DISEASE,
 including ACCIDENTS TO BURGLARY,
 DOMESTIC SERVANTS. PLATE GLASS.

FIDELITY GUARANTEE.

Law Courts Branch: 40, CHANCERY LANE, W.C.

A. W. COUSINS, District Manager.

EVANS, WILLIAM GEORGE (Senior), Walsall, Grocer Walsall Pet Dec 19 Ord Dec 29
 FLEET, ALEXANDER, Eastcheap, Company Secretary High Court Pet Aug 4 Ord Dec 29
 GATES, HENRY BARNETT, Hove, Sussex, Motor Engineer Brighton Pet Dec 29 Ord Dec 29
 GREGORY, HERBERT ROBERT, Nottingham, Baker Cambridge Pet Dec 10 Ord Dec 29
 GROSE, WILLIAM MARSHALL, Wal-on on Thames High Court Pet June 30 Ord Dec 29
 HARVEY, ARTHUR EDWIN, Birmingham, Baker Birmingham Pet Dec 9 Ord Dec 29
 HOOLEY, TERRAH FRANKLIN, Dry Drayton, Cambs, Farmer Cambridge Pet July 28 Ord Dec 29
 HUMPHREY, CHARLES THOMAS, Green lanes, Stoke Newington, Builder High Court Pet Dec 29 Ord Dec 29
 JACKSON, ARTHUR CORBETT, Wel-hpool, Montgomery, Hotel Proprietor Newtown Pet Dec 8 Ord Dec 30
 JARRATT, HERBERT WILLIAM, Birmingham, Jeweller Birmingham Pet Dec 13 Ord Dec 29
 JARVIS, CHARLES WARNE, Old Neller, Hound, Southampton, Baker Southampton Pet Dec 29 Ord Dec 29
 JOHN, DAVID ISAAC, Rhydfelen, nr Pontypridd, Oil Merchant Pontypridd Pet Dec 29 Ord Dec 29
 MAYMAN, JAMES EDWARD, Batley, Yorks, Carter Dewsbury Pet Dec 29 Ord Dec 29
 MILNER, THOMAS CHARLES, South Hylton, Durham, Butcher Sunderland Pet Dec 29 Ord Dec 29
 OFFORD, JOHN, Woodbridge, Suffolk, Dairyman Ipswich Pet Dec 29 Ord Dec 29
 PEARCE, NATHANIEL, St Bazez, Cornwall, Builder Truro Pet Dec 28 Ord Dec 23
 PERKINS, JOHN, Treherbert, Glam, Collier Pontypridd Pet Dec 29 Ord Dec 29
 RIEMANN, EMIL AUGUST, George st, Croydon, Baker Croydon Pet Nov 30 Ord Dec 30
 SNAITH, GEORGE, North Shields, Fish Merchant Newcastle upon Tyne Pet Dec 21 Ord Dec 29
 STEELE, OTHO FREDERICK WILLIAM, Letchworth, Herts, Motor Engineer Colchester Pet Dec 29 Ord Dec 29
 WHYTE, CECIL HARMAN BALDWIN ST GEORGE, Cleveland mans, Elgin av High Court Pet Nov 29 Ord Dec 27
 WILES, EDGAR, Brind, nr Howden, Yorks, Hay Cutter Kingston upon Hull Pet Dec 29 Ord Dec 29
 WILKINSON, ANNIE LOUISE, Nottingham, Grocer Nottingham Pet Dec 29 Ord Dec 29
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